



City of Franklin Regular Meeting April 9, 2024 6:00 PM City Hall

1. **Call Meeting to Order Roll Call**
2. **Verification of Open Meetings Notice**
3. **Consent Agenda**
 - 3.a. Minutes of the previous meetings
 - 3.b. Treasurer's Report
 - 3.c. Budget Report
 - 3.d. Payroll
 - 3.e. Claims
 - 3.f. The sale of the Ford Crown Victoria car at the Macon Lions Sale for \$900 with their commission and title fee. We received \$805.00.
4. **Discussion and Action Items**
 - 4.a. Discussion on renewal of health and dental insurance with Freedom Claims.
 - 4.b. Discussion and action report on the Franklin County Sheriff's office.
 - 4.c. **PUBLIC HEARINGS**
 - 4.c.1. Open Public Hearing on recommendation from the planning board to consider amending the 4.08.06 detached accessory buildings or structures shall be located no closer to any other accessory or principal building than 10 feet.

Amend this to no closer to any other accessory or principal building than 5 feet.

Resolution 2024-05 Setbacks
 - 4.c.2. Public hearing on recommendation from the planning board to consider amending the 9-101 building code from the international building code to the Nebraska building code. Therefore, change the building permit to a zoning permit.
 - 4.d. Discussion and action on enforcement of zoning violations; complaints
 - 4.e. Discussion and action on the C&D landfill expansion site letter and discuss the timeline for public hearings for the next few months for renewal of the 2025 permit.
 - 4.f. Discussion and action on tree removal of the property at 318 16th Ave, Guardian Asset Management Company
 - 4.g. Discussion and action on permits; Harold & Holly Cloud, new structure; Dave Doering, new structure; Justin & Tanya Herndon, new structure; Sam McKinney, fence.
 - 4.h. **BIDS**

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- 4.h.1. Discussion and action on demoing the first story in the back of 613 15th Ave; Marcellus Building from Revenant Demolition.
- 4.h.2. Discussion and action on bid for roofing of Marcellus buildings at 613 & 615 15th Ave
- 4.h.3. Discussion and action on bids from Finishline Construction for roofing on all properties from the hailstorm damage on May 5, 2023.
- 4.i. **NAHTF (Nebraska Affordable Housing Trust Fund)**
 - 4.i.1. Discussion and update on the status of Marcellus building project at 613 & 615 15th Ave:
 - 1. Asbestos Inspection - no asbestos and we have a clearance letter
 - 2. Construction bid for the application
 - 3. Roofing bid for the application
 - 4. HVAC bid for the application
 - 5. Support letters, FCMH, FPS, CPI
 - 4.i.2. Discussion and action on NAHTF cash match letter from the City of Franklin for the Marcellus building project
 - 4.i.3. Discussion and action on rental guidelines and checklist for Marcellus project
 - 4.i.4. Discussion and action on tenant selection process for the Marcellus project
 - 4.i.5. Discussion and action on the following documents for the NAHTF - Marcellus building project for apartment rental agreements:
 - 6. Application
 - 7. Lease agreement/pet policy
 - 8. Rules and regulations
 - 4.i.6. Discussion and action on May 2, 2024, meeting and time to finalize the NAHTF application
- 5. **Resolution**
 - 5.a. Resolution 2024-04 - Salaries for Summer 2024
- 6. **Ordinances**
 - 6.a. Ordinance #959 - **Salary Ranges**
 - 6.b. Ordinance #961 - **3-702.1 MUNICIPAL ELECTRICAL SYSTEM; MANDATORY SERVICE**
 - 6.c. Ordinance #963 - **98.06 REGISTRATION OF VACANT PROPERTY**
 - 6.d. Ordinance#964 **Floodplain - approved by FEMA**
- 7. **Pending litigation or litigation which is imminent as evidence by communication of a claim or threat of litigation to or by the public body - possible closed session**
- 8. **Adjourn**

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Franklin, Nebraska
March 12, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on March 12, 2024, at 6:00 PM

Upon roll call, the following board members were in attendance: Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina arrived at 6:12 PM Absent: Margaret Siel

Kasey Loschen gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to the all board members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in the advance notice as in the notice to the board members of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Motion made by Dave Platt, seconded by Fred Beall to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Absent
Yea: 3, Nay: 0, Absent: 1

AFLAC	INS.	\$506.60
BAKER & TAYLOR	SUPP.	\$310.85
BELLAMY LAW	FEE	\$1,725.00
BCBS	INS.	\$11,690.49
BLACK HILLS	GAS	\$459.58
BOWER, MIKE	REIMB.	\$56.14
CASPIAN CREATES	FEE	\$629.00
CENCON OF KANSAS	DIST.SUPP.	\$124.22
CHEQUEST	FEE	\$495.00
CHRISTIE MALL	SERV.	\$80.00
CITY OF FRANKLIN	C&D FEE	\$14,056.00
CITY OF HOLDREGE	DISP.FEE	\$2,109.87
CPI	FUEL	\$1,040.50
DELTA DENTAL	INS.	\$444.66
DREW FELZIEN	FEE	\$225.00
DUNCAN WELDING	MAINT.	\$661.85
DUTTON LAINSON COM.	MAINT.	\$604.36

EAKES	FEE	\$44.99
EFTPS	PAYROLL	\$6,835.95
ELECTRIC FUND	ELECTRIC	\$5,476.21
FELZIEN, RAQUEL	REIMB.	\$229.14
FOX INSURANCE	FEE	\$375.00
FRANKLIN AUTO PARTS	SUPP.	\$1,818.14
FRANKLIN CO. CHRONICLE	FEE	\$315.62
FRANKLIN CO. MEM. HOSPITAL	FEE	\$190.00
FRANKLIN SHERIFF	FEE	\$6,032.00
FREEDOM CLAIMS	FEE	\$3,000.00
GLENWOOD TELE.	PHONE	\$534.66
GOLDSTAR	MAINT.	\$4,008.04
HOLMES PLBG	MAINT.	\$184.85
HOMETOWN LEASING	FEE	\$392.47
JEO CONSULTING GROUP	FEE	\$3,327.50
JIM'S OK TIRE	REPAIR	\$2,920.94
JOHN DEERE FINANCIAL	MAINT.	\$31.25
LARM	POLICY	\$1,357.71
LIBERTY NATIONAL	FEE	\$39.49
LINCOLN MARRIOTT	SCHOOLING	\$224.00
MADISON LIFE	INS	\$69.08
MAGUIRE IRON INC	MAINT.	\$7,500.00
MICHAEL TODD	MAINT.	\$146.82
MID-IOWA	MAINT.	\$175.52
MG TRUST	FEE	\$3,859.15
MUNICIPAL SUPPLY	DIST.SUPP.	\$249.93
NDEQ - LICENSE	FEE	\$40.00
NE DEPT OF REV	SALES TAX	\$5,969.92
NE DEPT OF REV	PAYROLL	\$1,115.40
NE PUBLIC HEALTH	FEE	\$42.00
NEBRASKA LIBRARY COMM.	FEE	\$840.00
PAYROLL	PAYROLL	\$23,156.68
PITSTOP	FUEL	\$624.01

PLANK'S HWDE	SUPPLY	\$17.68
POST PROM COMM.	FEE	\$150.00
QUADIENT/FINANCE	FEE	\$179.97
RETIREMENT PLAN	FEE	\$1,064.03
RIGHTWAY GROCERY	SUPPY	\$287.39
SAMUEL GERDES	SUPPLY	\$150.00
SAMUEL MCKINNEY	REIMB.	\$176.54
SANITATION PRODUCTS	MAINT.	\$1,081.31
SCEDD	FEE	\$2,297.74
SCHMIDT COMPUTER	FEE	\$195.00
SOUTH CENTRAL SOFTBALL	FEE	\$338.00
SOUTHERN POWER	FEE	\$57,818.88
LAWRENCE STOVER JR	SCHOOLING	\$52.88
TLC PEST	FEE	\$170.00
U.S. BANK	SUPP.	\$1,983.93
VERIZON	PHONE	\$82.89
VSP	INS	\$149.96
WAPA	FEE	\$5,119.08
	TOTAL	\$187,660.87

Samual Reinke of Southern Public Power District reported to the council their annual report and energywise incentive program for 2024.

Review of Franklin County Sheriff's department report

Motion made by Fred Beall, seconded by Sandy Urbina to approve hiring Emily Cleveland at \$15.85 as the swimming pool manager for 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to approve as of January 1, 2024, Lawrence Stover, Jr as our Ordinance Officer with the salary of \$1,200 per month. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Fred Beall, seconded by Sandy Urbina to approve using \$6,005.00 ACE funds towards the tennis court renovations. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Fred Beall, seconded by Sandy Urbina to approve Pro Track and Tennis bid for \$69,300.00 for resurfacing the tennis courts and basketball court painting. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Kasey Loschen, seconded by Dave Platt to adopt a policy for street repairs by contractors under 100 square feet charge \$500.00 per occurrence and over 100 square feet \$1000.00 per occurrence. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Sandy Urbina to approve nuisance abatement 2024 agreement with South Central Economic Development District. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to appoint SCEDD (South Central Economic Development District) as the nuisance abatement officer for 2024 agreement. Resolution 2024-02. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Discussion on bids for insulating the east building at the recycling center will be discussed for the next fiscal year 2025 budget.

Discussion on updating some or all the street departments straight trucks in fiscal year 2025 budget.

Discussion on city shop building and roof repairs.

Motion made by Kasey Loschen, seconded by Dave Platt to approve Fred Beall as point of contact for the STARR grant process with SCEDD and the City of Franklin. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Discussion on nuisance property at 804 17th Ave.

Discussion on tree removal at 318 16th Ave. The City Clerk is working with the owner Guardian Asset Management Company to remove nuisance tree.

Motion made by Fred Beall, seconded by Sandy Urbina to approve surplus the 2011 Ford Crown Vic for the Macon Lion's Auction March 21, 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Dave Platt to approve the following permits: Jr Stover, new structure; Micki Carraher, fence permit. HTH Golf, fence permit. Denied by council for the applicant Ryan Meichtry, new structure unable to provide compliance with zoning code 5.08.06 side yard of five feet. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea

Yea: 4, Nay: 0

Discussion and update on Marcellus Building grant process. Pre-app was submitted March 6, 2024. We have more information to do before submitting the application.

Motion made by Dave Platt, seconded by Fred Beall to table Ordinance #959 salary ranges to April 9, 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Fred Beall to introduce Ordinance #960 AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO AMENDING WHEN DUPLICATE BUILDING/ZONING PERMITS ARE SENT TO THE COUNTY ASSESSOR, REQUIRING THAT ALL PERMITS BE SENT TO THE COUNTY ASSESSOR, NOT JUST THOSE OVER \$2,500. TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN. Motion by Sandy Urbina for final passage, seconded by Fred Beall. Council President, Kasey Loschen asked for roll call. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Fred Beall, seconded by Sandy Urbina to table Ordinance# 961 to April 9, 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion by Fred Beall, seconded by Sandy Urbina to introduce Ordinance #962 AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO amending what constitutes disorderly conduct. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA: TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN. Motion by Fred Beall for final passage, seconded by Sandy Urbina. Council President, Kasey Loschen asked for roll call. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to table Ordinance #963 to April 9, 2024, meeting. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Adjourn meeting at 9:12 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Kasey Loschen, Council President

Franklin, Nebraska
March 12, 2024

City of Franklin Community Development Authority of the City of Franklin, Nebraska was held at City Hall in said City on March 12, 2024, at 6:00 PM

Upon roll call, the following board members were in attendance: Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina, Absent, Margaret Siel

Kasey Loschen gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all board members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in the advance notice as in the notice to the board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Motion made by Fred Beall, seconded by Sandy Urbina to approve the request from Dorn Auto to complete the remainder of the grant application by September 30, 2024. Motion Passed.
Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

Motion made by Kasey Loschen, seconded by Fred Beall to approve Tipsy Cow for an extension for the approved grant application until June 30, 2024. Motion Passed.
Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

Motion made by Fred Beall, seconded by Sandy Urbina to approve Dorn Auto partial payment for signage for grant in the amount of \$3,096.73. Motion Passed.
Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

Adjourn meeting at 9:20 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Kasey Loschen, Council President

Franklin Public Library
Board of Trustees
Regular Meeting
April 1, 2024

The meeting was called to order at 6:00 p.m. by President Joan Dorn. In attendance, were Trustees Joan Dorn, Melinda Siel, Linda Herrick, Susie Headrick, Taylor Herrick and Librarian Amanda Shelton. Absent: None Visitors: None

Open Meetings Act posted.
Notice of Meeting posted.

Joan presented the agenda. The minutes of the February meeting were read. Linda made a motion and Taylor seconded the motion to approve the agenda and minutes. Motion carried 5-0.

Correspondence & Communication:

No visitor comments

Librarian Report:

Amanda presented the Summer Reading Program dates. The theme is Adventure Begins at Your Library. Dates are every Thursday May 30- June 27 at 10:30 a.m. June 13 all activities will be at the Franklin County Museum. All other dates will be at the Library & Park. Teen programs will be June 6th and 20th.

Staff for Summer Reading was discussed. Linda made a motion and Susie seconded the motion to approve hiring Kallie Rutt, Ella Carraher, Lola Loschen, Olivia Loschen, and Lena Loschen at \$10 per hour, and Lisa Harrison at \$12 per hour. Motion carried 5-0.

Circulation statistics for January and February were reviewed.

There were no committee reports.
Other items of interest:

There was no other business. Taylor made a motion to adjourn and Linda seconded the motion. Motion carried 5-0

Meeting adjourned at 6:19 p.m.

The next regular meeting will be June 3, 2024

Melinda Siel, Secretary

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	7,347.20	41,300.35	24.24	129,057.10	170,357.45
05-00-4103	CITY SALES TAX	7,528.53	63,149.77	60.14	41,850.23	105,000.00
05-00-4211	STATE EQUALIZATION PYMT	22,263.62	44,307.54	34.33	84,749.14	129,056.68
05-00-4305	MISC REVENUES	824.95	6,934.95	55.48	5,565.05	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES	110.00	900.00	60.00	600.00	1,500.00
05-00-4320	LIQUOR/TOBACCO LICENSE	1,050.00	2,100.00	60.00	1,400.00	3,500.00
05-00-4340	FINES & FEES	425.00	1,632.25	21.76	5,867.75	7,500.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON				250.00	250.00
05-00-4380	FRANCHISE FEES		3,620.96	72.42	1,379.04	5,000.00
05-00-4400	INSURANCE PROCEES		215,358.77	86.14	34,641.23	250,000.00
	ADMIN TOTAL	39,549.30	379,304.59	55.40	305,359.54	684,664.13
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS	580.00	1,205.00	48.20	1,295.00	2,500.00
05-01-4014	BALL PARK ADMISSIONS				3,250.00	3,250.00
05-01-4016	BALL PARK CONCESSIONS				700.00	700.00
05-01-4640	SUMMER REC DONATIONS				2,000.00	2,000.00
	SUMMER RECREATION TOTAL	580.00	1,205.00	14.26	7,245.00	8,450.00
POOL DEPARTMENT						
05-03-4014	POOL ADMISSIONS				5,000.00	5,000.00
05-03-4016	POOL CANDY				1,500.00	1,500.00
05-03-4017	SWIMMING LESSONS				1,500.00	1,500.00
	POOL TOTAL	.00	.00	.00	8,000.00	8,000.00
PARK DEPARTMENT						
05-04-4015	RV PARK INCOME	10.00	628.26	41.88	871.74	1,500.00
	PARK TOTAL	10.00	628.26	41.88	871.74	1,500.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	134.15	705.75	47.05	794.25	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
	LIBRARY TOTAL	134.15	705.75	35.29	1,294.25	2,000.00
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME	1,300.00	5,450.00	54.50	4,550.00	10,000.00
	CEMETERY TOTAL	1,300.00	5,450.00	54.50	4,550.00	10,000.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	GENERAL TOTAL	41,573.45	387,293.60	54.20	327,320.53	714,614.13
		=====	=====	=====	=====	=====
	ADMIN DEPARTMENT					
12-00-4230	HIGHWAY ALLOCATIONS - STR		76,856.69	45.72	91,252.31	168,109.00
12-00-4231	MOTOR VEHICLE FEES - STR	1,277.13	10,081.59	57.61	7,418.41	17,500.00
12-00-4305	SALE OF EQUIPMENT-STR		681.26		681.26	
12-00-4321	ROAD TAX - STR	175.76	992.31	24.81	3,007.69	4,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	2,740.94	15,395.96	61.58	9,604.04	25,000.00
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	ADMIN TOTAL	4,193.83	104,007.81	48.46	110,601.19	214,609.00
		=====	=====	=====	=====	=====
	STREET TOTAL	4,193.83	104,007.81	48.46	110,601.19	214,609.00
		=====	=====	=====	=====	=====
16-00-4103	CDA CITY SALES TAX REVENUE	2,509.50	21,049.89	60.14	13,950.11	35,000.00
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	ADMIN TOTAL	2,509.50	21,049.89	60.14	13,950.11	35,000.00
		=====	=====	=====	=====	=====
	CDA TOTAL	2,509.50	21,049.89	60.14	13,950.11	35,000.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE	48,276.78	512,351.30	53.14	451,871.83	964,223.13
		=====	=====	=====	=====	=====

SUMMER RECREATION DEPARTMENT

05-01-5010	FUEL				200.00	200.00
05-01-5040	ELECTRICITY BALL PARK				200.00	200.00
05-01-5110	SALARIES- SUMMER REC				2,500.00	2,500.00
05-01-5111	UMPIRE FEES				2,500.00	2,500.00
05-01-5120	FICA				300.00	300.00
05-01-5280	UNIFORMS				1,000.00	1,000.00
05-01-5310	CHEMICALS				250.00	250.00
05-01-5320	MATERIALS/SUPPLIES	135.00	178.98	11.93	1,321.02	1,500.00
05-01-5321	EQUIPMENT	148.00	148.00	7.40	1,852.00	2,000.00
05-01-5350	PRINTING				200.00	200.00
05-01-5420	MAINT/REPAIRS	101.60	101.60	6.77	1,398.40	1,500.00
05-01-5450	FEES/DUES	190.00	190.00	19.00	810.00	1,000.00
05-01-5610	SUMMER RECREATION MISC EXPENSE				500.00	500.00
05-01-5800	CAPITAL OUTLAY- SUM REC	150.00	150.00	2.00	7,350.00	7,500.00
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	SUMMER RECREATION TOTAL	724.60	768.58	3.63	20,381.42	21,150.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
POOL DEPARTMENT						
05-03-5010	FUEL - PARK				100.00	100.00
05-03-5020	PHONE - POOL		67.27-	13.45-	567.27	500.00
05-03-5030	NATURAL GAS - POOL		29.48	11.79	220.52	250.00
05-03-5040	ELECTRICITY - POOL		405.54	27.04	1,094.46	1,500.00
05-03-5110	SALARIES - POOL				35,000.00	35,000.00
05-03-5120	FICA EXPENSE - POOL				2,750.00	2,750.00
05-03-5140	PROFESSIONAL - POOL		441.49	29.43	1,058.51	1,500.00
05-03-5150	INSURANCE - POOL	530.84	4,198.77	104.97	198.77-	4,000.00
05-03-5310	CHEMICALS - POOL				10,000.00	10,000.00
05-03-5320	MATERIAL/SUPPLIES - POOL		22.95	.77	2,977.05	3,000.00
05-03-5420	MAINTENANCE & REPAIRS - POOL	184.85	220.81	2.21	9,779.19	10,000.00
05-03-5450	FEES & DUES - POOL	40.00	40.00	6.67	560.00	600.00
05-03-5610	MISC EXPENSE - POOL				300.00	300.00
05-03-5611	SWIM TEAM EXPENSES				500.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL	32.80	32.80	13.12	217.20	250.00
	POOL TOTAL	788.49	5,324.57	7.58	64,925.43	70,250.00
PARK DEPARTMENT						
05-04-5010	FUEL - PARK	138.29	351.93	17.60	1,648.07	2,000.00
05-04-5020	PHONE - PARK	34.95	249.71	49.94	250.29	500.00
05-04-5040	ELECTRICITY - PARK	235.65	1,163.79	38.79	1,836.21	3,000.00
05-04-5070	PENSION PLAN - PARK		222.55	22.26	777.45	1,000.00
05-04-5110	SALARIES - PARK	2,417.50	6,884.81	38.25	11,115.19	18,000.00
05-04-5120	SOCIAL SECURITY - PARK	176.00	506.13	20.25	1,993.87	2,500.00
05-04-5140	PROFESSIONAL - PARK		443.61	29.57	1,056.39	1,500.00
05-04-5150	INSURANCE - PARK	462.14-	2,318.56	57.96	1,681.44	4,000.00
05-04-5151	LIFE INSURANCE - PARK	9.58	19.18	9.59	180.82	200.00
05-04-5160	UNEMPLOYMENT - PARK		4.33	4.33	95.67	100.00
05-04-5190	HEALTH INSURANCE - PARK	548.69	1,695.61	48.45	1,804.39	3,500.00
05-04-5192	DENTAL/VISION INS	38.90	138.20	30.71	311.80	450.00
05-04-5280	UNIFORMS - PARK	176.54	176.54	58.85	123.46	300.00
05-04-5310	CHEMICALS - PARK				1,750.00	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	50.76	423.92	7.71	5,076.08	5,500.00
05-04-5340	OFFICE EXPENSES - PARK				1,000.00	1,000.00
05-04-5420	MAINTENANCE/REPAIRS - PARK		5,196.43	103.93	196.43-	5,000.00
05-04-5450	FEES & DUES - PARK		19.99		19.99-	
05-04-5610	MISCELLANEOUS - PARK				500.00	500.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK	28.32	209.70	59.91	140.30	350.00
05-04-5800	CAPITAL OUTLAY - PARK				50,000.00	50,000.00
	PARK TOTAL	3,393.04	20,024.99	19.80	81,125.01	101,150.00
GENERAL DEPARTMENT						
05-05-5010	FUEL - GEN				150.00	150.00
05-05-5020	PHONE - GEN	217.06	1,141.67	57.08	858.33	2,000.00
05-05-5040	ELECTRICITY - GEN	365.17	1,509.05	60.36	990.95	2,500.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-05-5070	PENSION PLAN - GEN	373.14	1,729.47	49.41	1,770.53	3,500.00
05-05-5110	SALARIES - GEN	7,122.01	39,830.32	56.90	30,169.68	70,000.00
05-05-5120	SOCIAL SECURITY - GEN	544.94	3,007.77	60.16	1,992.23	5,000.00
05-05-5140	PROFESSIONAL - GEN	1,769.50	14,578.74	72.89	5,421.26	20,000.00
05-05-5150	INSURANCE - GEN	1,847.56	11,919.42	59.60	8,080.58	20,000.00
05-05-5151	LIFE INSURANCE - GEN	6.39	38.34	25.56	111.66	150.00
05-05-5160	UNEMPLOYMENT - GEN		4.33	5.77	70.67	75.00
05-05-5190	HEALTH INSURANCE - GEN	1,611.06	9,799.85	24.50	30,200.15	40,000.00
05-05-5192	VISION/DENTAL INS	175.77	1,034.25	51.71	965.75	2,000.00
05-05-5280	UNIFORM - GEN		41.62	16.65	208.38	250.00
05-05-5310	CHEMICALS - GEN				250.00	250.00
05-05-5320	MATERIALS/SUPPLIES - GEN	56.76	5,141.85	68.56	2,358.15	7,500.00
05-05-5340	OFFICE EXPENSES - GEN	191.38	1,679.53	83.98	320.47	2,000.00
05-05-5360	POSTAGE - GENERAL	26.35	26.35		26.35	
05-05-5420	MAINTENANCE/REPAIRS - GEN	112.00	3,532.87	47.10	3,967.13	7,500.00
05-05-5440	SCHOOLING - GEN	279.45	1,680.48	56.02	1,319.52	3,000.00
05-05-5450	FEES & DUES - GEN	3,701.75	24,225.67	48.45	25,774.33	50,000.00
05-05-5459	ELECTION EXPENSES - GEN				500.00	500.00
05-05-5610	MISC - GENERAL	75.00	16,832.99	6.68	235,167.01	252,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	2,848.19	20,165.87	63.02	11,834.13	32,000.00
05-05-5800	CAPITAL OUTLAY - GEN				25,000.00	25,000.00
	GENERAL TOTAL	17,628.36	157,920.44	28.96	387,454.56	545,375.00

POLICE DEPARTMENT

05-06-5010	FUEL - POL		143.50		143.50	
05-06-5020	PHONE - POL		934.14		934.14	
05-06-5040	ELECTRICITY		192.35		192.35	
05-06-5070	PENSION PLAN - POL		509.72		509.72	
05-06-5110	SALARIES - POL	1,107.70	10,965.44	43.86	14,034.56	25,000.00
05-06-5120	SOCIAL SECURITY - POL	84.76	844.54		844.54	
05-06-5140	PROFESSIONAL - POL		441.49		441.49	
05-06-5150	INSURANCE - POL	481.31	9,651.14		9,651.14	
05-06-5151	LIFE INSURANCE - POL		181.82		181.82	
05-06-5160	UNEMPLOYMENT - POL		4.33		4.33	
05-06-5190	HEALTH INSURANCE - POL		1,617.81		1,617.81	
05-06-5192	DENTAL/VISION INS		104.09		104.09	
05-06-5320	MATERIALS/SUPPLIES - POL		44.60		44.60	
05-06-5360	POSTAGE - POL		6.55		6.55	
05-06-5420	MAINTENANCE/REPAIRS - POL		2,002.04		2,002.04	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	82,699.90	82.70	17,300.10	100,000.00
	POLICE TOTAL	7,705.77	110,343.46	88.27	14,656.54	125,000.00

LIBRARY DEPARTMENT

05-08-5020	PHONE - LIB	109.28	657.08	50.54	642.92	1,300.00
05-08-5040	ELECTRICITY - LIB	548.81	1,917.16	42.60	2,582.84	4,500.00
05-08-5070	PENSION PLAN - LIB	227.37	991.62	58.33	708.38	1,700.00
05-08-5110	SALARIES - LIB	5,209.53	22,690.24	53.26	19,909.76	42,600.00

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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-08-11	SALARIES- CLEANING	50.00	300.00	50.00	300.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	386.71	1,686.47	56.22	1,313.53	3,000.00
05-08-5140	PROFESSIONAL - LIB		441.49	29.43	1,058.51	1,500.00
05-08-5150	INSURANCE - LIB		1,833.97	91.70	166.03	2,000.00
05-08-5151	LIFE INSURANCE - LIB	45.88	314.77	314.77	214.77-	100.00
05-08-5160	UNEMPLOYMENT - LIB		4.33	4.33	95.67	100.00
05-08-5190	HEALTH INSURANCE - LIB	639.99	3,839.94	48.00	4,160.06	8,000.00
05-08-5192	DENTAL/VISION INS	54.29	300.09	50.02	299.91	600.00
05-08-5280	UNIFORMS - LIB		103.32	51.66	96.68	200.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	55.30	748.09	46.76	851.91	1,600.00
05-08-5340	OFFICE EXPENSES - LIB	63.42	310.54	20.70	1,189.46	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB				1,000.00	1,000.00
05-08-5440	SCHOOLING - LIB		244.85	20.40	955.15	1,200.00
05-08-5450	FEES & DUES - LIB	865.74	1,438.44	92.80	111.56	1,550.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	154.80	1,256.00	50.24	1,244.00	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB	59.98	466.17	46.62	533.83	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB		120.00	6.00	1,880.00	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	485.31	2,874.06	45.98	3,375.94	6,250.00
	LIBRARY TOTAL	8,956.41	42,538.63	50.07	42,411.37	84,950.00
CEMETERY DEPARTMENT						
05-11-10	FUEL - CEM		303.98	25.33	896.02	1,200.00
05-11-5020	PHONE-CEMETERY				300.00	300.00
05-11-5070	PENSION PLAN - CEM	5.92	206.62	24.31	643.38	850.00
05-11-5110	SALARIES - CEM	2,516.17	6,619.87	44.13	8,380.13	15,000.00
05-11-5120	SOCIAL SECURITY - CEM	183.36	486.83	39.74	738.17	1,225.00
05-11-5140	PROFESSIONAL - CEM		441.49	29.43	1,058.51	1,500.00
05-11-5150	INSURANCE - CEM	286.58	1,203.56	100.30	3.56-	1,200.00
05-11-5151	LIFE INSURANCE - CEM	9.59	19.16	3.83	480.84	500.00
05-11-5160	UNEMPLOYMENT - CEM		4.33	5.77	70.67	75.00
05-11-5190	HEALTH INSURANCE - CEM	548.69	1,682.59	44.87	2,067.41	3,750.00
05-11-5192	DENTAL/VISION INS	39.82	135.54	27.11	364.46	500.00
05-11-5310	CHEMICALS - CEM				1,000.00	1,000.00
05-11-5320	MATERIALS/SUPPLIES - CEM	85.98	102.15	3.41	2,897.85	3,000.00
05-11-5420	MAINTENANCE/REPAIRS - CEM	146.82	146.82	2.10	6,853.18	7,000.00
05-11-5450	FEES & DUES - CEM				300.00	300.00
05-11-5610	MISCELLANEOUS - CEM				300.00	300.00
05-11-5630	CONTRACTS & AGREEMENTS - CEM		22.70	22.70	77.30	100.00
05-11-5800	CAPITAL OUTLAY - CEM		8,000.00	88.89	1,000.00	9,000.00
	CEMETERY TOTAL	3,822.93	19,375.64	41.40	27,424.36	46,800.00
	GENERAL TOTAL	43,019.60	356,296.31	35.82	638,378.69	994,675.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
12-00-5010	FUEL - STR	667.00	5,967.19	47.74	6,532.81	12,500.00
12-00-5020	PHONE - STR	77.83	466.95	46.70	533.05	1,000.00
12-00-5040	ELECTRICITY - STR	2,465.80	13,152.46	47.83	14,347.54	27,500.00
12-00-5070	PENSION PLAN - STR	441.70	1,813.49	55.80	1,436.51	3,250.00
12-00-5110	SALARIES - STR	7,361.78	30,231.87	52.58	27,268.13	57,500.00
12-00-5120	SOCIAL SECURITY - STR	541.86	2,125.53	44.75	2,624.47	4,750.00
12-00-5140	PROFESSIONAL - STR		1,441.49	22.18	5,058.51	6,500.00
12-00-5150	INSURANCE - STR		13,778.06	76.54	4,221.94	18,000.00
12-00-5151	LIFE INSURANCE - STR	5.18	31.08	31.08	68.92	100.00
12-00-5160	UNEMPLOYMENT - STR		4.33	4.33	95.67	100.00
12-00-5190	HEALTH INSURANCE - STR	3,305.98	19,834.36	56.67	15,165.64	35,000.00
12-00-5192	DENTAL/VISION INS	128.47	685.89	45.73	814.11	1,500.00
12-00-5280	UNIFORMS - STR				200.00	200.00
12-00-5310	CHEMICALS - STR				500.00	500.00
12-00-5320	MATERIALS/SUPPLIES - STR	403.83	1,459.34	53.07	1,290.66	2,750.00
12-00-5340	OFFICE EXPENSES - STR				500.00	500.00
12-00-5380	SAND AND GRAVEL - STR				5,000.00	5,000.00
12-00-5390	CEMENT - STR				10,000.00	10,000.00
12-00-5400	SIGNS - STR		4,610.91	61.48	2,889.09	7,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	4,245.37	18,080.04	45.20	21,919.96	40,000.00
12-00-5421	ARMOR COATING - STR				40,000.00	40,000.00
12-00-5422	TAC COTE AND COLD MIX - STR				1,000.00	1,000.00
12-00-5423	ICE MELT - STR				2,500.00	2,500.00
12-00-5450	FEES & DUES - STR				500.00	500.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET	28.40	142.00	28.40	358.00	500.00
12-00-5800	CAPITAL OUTLAY - STR		54,300.00	83.54	10,700.00	65,000.00
	ADMIN TOTAL	19,673.20	168,124.99	48.92	175,525.01	343,650.00
	STREET TOTAL	19,673.20	168,124.99	48.92	175,525.01	343,650.00
15-00-5640	DONATIONS- COMMUNITY BETTERMNT		150.00	17.96	685.00	835.00
	ADMIN TOTAL	.00	150.00	17.96	685.00	835.00
	COMMUNITY BETTERMENT TOTAL	.00	150.00	17.96	685.00	835.00
16-00-5640	CDA EXPENDITURE				350,500.00	350,500.00
16-00-5700	REVOLVING LOAN	3,096.73	4,390.48	6.27	65,609.52	70,000.00
16-00-5705	PROFESSIONAL FEES		667.00		667.00	
	ADMIN TOTAL	3,096.73	5,057.48	1.20	415,442.52	420,500.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CDA TOTAL	3,096.73	5,057.48	1.20	415,442.52	420,500.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	65,789.53	529,628.78	30.10	1230,031.22	1,759,660.00
		=====	=====	=====	=====	=====
	NET PROFIT/LOSS:	17,512.75-	17,277.48-	2.17	778,159.39-	795,436.87-

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	39,549.30	379,304.59	55.40	305,359.54	684,664.13
	SUMMER RECREATION TOTAL	580.00	1,205.00	14.26	7,245.00	8,450.00
	POOL TOTAL	.00	.00	.00	8,000.00	8,000.00
	PARK TOTAL	10.00	628.26	41.88	871.74	1,500.00
	LIBRARY TOTAL	134.15	705.75	35.29	1,294.25	2,000.00
	CEMETERY TOTAL	1,300.00	5,450.00	54.50	4,550.00	10,000.00
	GENERAL TOTAL	41,573.45	387,293.60	54.20	327,320.53	714,614.13
	ADMIN TOTAL	4,193.83	104,007.81	48.46	110,601.19	214,609.00
	STREET TOTAL	4,193.83	104,007.81	48.46	110,601.19	214,609.00
	TOTAL REVENUE	45,767.28	491,301.41	52.87	437,921.72	929,223.13
	SUMMER RECREATION TOTAL	724.60	768.58	3.63	20,381.42	21,150.00
	POOL TOTAL	788.49	5,324.57	7.58	64,925.43	70,250.00
	PARK TOTAL	3,393.04	20,024.99	19.80	81,125.01	101,150.00
	GENERAL TOTAL	17,628.36	157,920.44	28.96	387,454.56	545,375.00
	POLICE TOTAL	7,705.77	110,343.46	88.27	14,656.54	125,000.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	8,956.41	42,538.63	50.07	42,411.37	84,950.00
	CEMETERY TOTAL	3,822.93	19,375.64	41.40	27,424.36	46,800.00
	GENERAL TOTAL	43,019.60	356,296.31	35.82	638,378.69	994,675.00
	ADMIN TOTAL	19,673.20	168,124.99	48.92	175,525.01	343,650.00
	STREET TOTAL	19,673.20	168,124.99	48.92	175,525.01	343,650.00
	TOTAL EXPENSES	62,692.80	524,421.30	39.18	813,903.70	1,338,325.00
	NET PROFIT/LOSS:	16,925.52-	33,119.89-	8.10	375,981.98-	409,101.87-

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	97,383.38	587,631.64	41.97	812,368.36	1,400,000.00
01-00-4050	PENALTY REVENUE - ELEC	665.76	4,666.12	62.21	2,833.88	7,500.00
01-00-4300	INTEREST - ELEC	323.20	1,840.59	61.35	1,159.41	3,000.00
01-00-4500	METER DEPOSITS		2,325.00	77.50	675.00	3,000.00
01-00-4610	MISC REVENUES - ELEC		1,092.60	27.32	2,907.40	4,000.00
	ADMIN TOTAL	98,372.34	597,555.95	42.16	819,944.05	1,417,500.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP		54,750.00	33.18	110,250.00	165,000.00
01-10-4361	NPPD PLANT GENERATION - PP				1,000.00	1,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	480.82	1,661.64	55.39	1,338.36	3,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP		80.00	33.33	160.00	240.00
	POWER PLANT TOTAL	480.82	56,491.64	33.38	112,748.36	169,240.00
	ELECTRIC TOTAL	98,853.16	654,047.59	41.22	932,692.41	1,586,740.00
ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	13,617.54	100,495.28	43.69	129,504.72	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	4,878.82	42,283.12	93.96	2,716.88	45,000.00
02-00-4020	MISC WATER INCOME	150.00	334.17	11.14	2,665.83	3,000.00
02-00-4050	PENALTY REVENUE - WTR	100.93	770.13	51.34	729.87	1,500.00
02-00-4300	INTEREST - WATER	323.20	1,840.59	66.93	909.41	2,750.00
	ADMIN TOTAL	19,070.49	145,723.29	51.63	136,526.71	282,250.00
	WATER TOTAL	19,070.49	145,723.29	51.63	136,526.71	282,250.00
ADMIN DEPARTMENT						
03-00-4010	CONSUMERS REVENUE - SWR	9,423.92	57,553.35	50.05	57,446.65	115,000.00
03-00-4050	PENALTY REVENUE - SWR	71.00	525.70	52.57	474.30	1,000.00
03-00-4300	INTEREST -SEWER	323.20	1,840.59	61.35	1,159.41	3,000.00
	ADMIN TOTAL	9,818.12	59,919.64	50.35	59,080.36	119,000.00
	SEWER TOTAL	9,818.12	59,919.64	50.35	59,080.36	119,000.00
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	15,436.44	88,589.74	50.62	86,410.26	175,000.00

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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-4050	PENALTY REVENUE - SAN	108.47	820.57	54.70	679.43	1,500.00
04-07-4200	C & D REVENUE - SAN		8,258.70	117.98	1,258.70-	7,000.00
04-07-4300	INTEREST - SAN	323.17	1,840.54	61.35	1,159.46	3,000.00
	SANITATION TOTAL	15,868.08	99,509.55	53.36	86,990.45	186,500.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR		4,462.65	297.51	2,962.65-	1,500.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W		6,394.28	53.29	5,605.72	12,000.00
	WASTE REDUCTION TOTAL	.00	10,856.93	80.42	2,643.07	13,500.00
	SANITATION/WASTE REDUCT TOTAL	15,868.08	110,366.48	55.18	89,633.52	200,000.00
	TOTAL REVENUE	143,609.85	970,057.00	44.34	1217,933.00	2,187,990.00
ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC	162.18	1,338.79	33.47	2,661.21	4,000.00
01-00-5020	PHONE - ELEC	37.45	224.70	29.96	525.30	750.00
01-00-5030	NATURAL GAS - ELEC	169.01	811.93	54.13	688.07	1,500.00
01-00-5041	POWER PURCHASED - ELEC	61,452.96	381,366.49	46.23	443,633.51	825,000.00
01-00-5070	PENSION PLAN - ELEC	810.85	3,300.13	50.77	3,199.87	6,500.00
01-00-5110	SALARIES - ELEC	13,583.88	53,705.66	53.71	46,294.34	100,000.00
01-00-5120	SOCIAL SECURITY - ELEC	984.24	3,757.15	49.11	3,892.85	7,650.00
01-00-5140	PROFESSIONAL - ELEC	44.50	1,518.49	67.49	731.51	2,250.00
01-00-5150	INSURANCE - ELEC		8,252.85	71.76	3,247.15	11,500.00
01-00-5151	LIFE INSURANCE - ELEC	19.17	115.02	46.01	134.98	250.00
01-00-5160	UNEMPLOYMENT - ELEC		4.33	4.33	95.67	100.00
01-00-5190	HEALTH INSURANCE - ELEC	5,606.03	33,370.91	66.74	16,629.09	50,000.00
01-00-5192	DENTAL/VISION INS	313.42	1,659.93	47.43	1,840.07	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC	626.98	2,870.87	14.35	17,129.13	20,000.00
01-00-5280	UNIFORM - ELEC		223.65	17.89	1,026.35	1,250.00
01-00-5310	CHEMICALS - ELEC				300.00	300.00
01-00-5320	MATERIALS/SUPPLIES - ELEC	32.12	482.03	32.14	1,017.97	1,500.00
01-00-5340	OFFICE EXPENSES - ELEC	97.50	148.00	9.87	1,352.00	1,500.00
01-00-5360	POSTAGE - ELEC	87.50	437.50	43.75	562.50	1,000.00
01-00-5420	MAINTENANCE/REPAIRS - ELEC	155.45	983.31	19.67	4,016.69	5,000.00
01-00-5440	SCHOOLING - ELEC	282.71	858.71	71.56	341.29	1,200.00
01-00-5450	FEES & DUES - ELEC	277.50	427.50	17.10	2,072.50	2,500.00
01-00-5620	MISC REBATE REFUND		259.60	12.98	1,740.40	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	237.46	5,883.26	78.44	1,616.74	7,500.00
01-00-5710	FRONTDESK SERVICE CHARGES	5.00	11.30		11.30-	
01-00-5800	CAPITAL OUTLAY - ELEC				51,000.00	51,000.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	84,985.91	502,012.11	45.32	605,737.89	1,107,750.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	480.82	1,718.46	42.96	2,281.54	4,000.00
01-10-5110	SALARIES - PP		1,656.65	36.81	2,843.35	4,500.00
01-10-5120	FICA EXPENSE - PP		127.27	25.45	372.73	500.00
01-10-5150	INSURANCE - PP	667.19	20,840.82	77.19	6,159.18	27,000.00
01-10-5320	MATERIALS/SUPPLIES - PP		136.87	27.37	363.13	500.00
01-10-5420	MAINTENANCE/REPAIRS - PP	167.91	5,211.80	14.89	29,788.20	35,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP	523.32	1,626.60	54.22	1,373.40	3,000.00
	POWER PLANT TOTAL	1,839.24	31,318.47	42.04	43,181.53	74,500.00
	ELECTRIC TOTAL	86,825.15	533,330.58	45.11	648,919.42	1,182,250.00
ADMIN DEPARTMENT						
02-00-5010	FUEL - WTR	77.71	1,173.24	41.90	1,626.76	2,800.00
02-00-5020	PHONE - WTR	71.08	642.83	64.28	357.17	1,000.00
02-00-5040	ELECTRICITY - WTR	2,615.32	16,304.38	58.23	11,695.62	28,000.00
02-00-5070	PENSION PLAN - WTR	254.99	1,094.85	43.79	1,405.15	2,500.00
02-00-5100	SALARIES - WTR	4,285.73	18,464.97	43.96	23,535.03	42,000.00
02-00-5120	SOCIAL SECURITY - WTR	283.01	1,151.66	41.88	1,598.34	2,750.00
02-00-5140	PROFESSIONAL - WTR	405.00	846.49	33.86	1,653.51	2,500.00
02-00-5150	INSURANCE - WTR	50.36	5,552.26	74.03	1,947.74	7,500.00
02-00-5151	LIFE INSURANCE - WTR	3.20	302.24	302.24	202.24	100.00
02-00-5160	UNEMPLOYMENT - WTR		4.33	4.33	95.67	100.00
02-00-5190	HEALTH INSURANCE - WTR	1,304.12	7,821.89	71.11	3,178.11	11,000.00
02-00-5192	DENTAL/VISION INS	105.00	558.10	55.81	441.90	1,000.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR	249.93	2,731.61	16.07	14,268.39	17,000.00
02-00-5280	UNIFORMS - WTR		169.93	84.97	30.07	200.00
02-00-5320	MATERIALS/SUPPLIES - WTR	223.99	752.29	30.09	1,747.71	2,500.00
02-00-5340	OFFICE EXPENSES - WTR	74.51	125.01	41.67	174.99	300.00
02-00-5360	POSTAGE - WTR	168.60	690.95	69.10	309.05	1,000.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	7,545.57	8,791.01	29.30	21,208.99	30,000.00
02-00-5440	SCHOOLING - WTR		1,411.25	47.04	1,588.75	3,000.00
02-00-5450	FEES & DUES - WTR		312.22	62.44	187.78	500.00
02-00-5520	LABORATORY TESTING/MONITORING	42.00	1,752.00	58.40	1,248.00	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	61.47	3,270.17	32.70	6,729.83	10,000.00
02-00-5800	CAPITAL OUTLAY - WTR				91,000.00	91,000.00
	ADMIN TOTAL	17,821.59	73,923.68	28.46	185,826.32	259,750.00
	WATER TOTAL	17,821.59	73,923.68	28.46	185,826.32	259,750.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
03-00-5010	FUEL - SWR	143.66	260.95	17.40	1,239.05	1,500.00
03-00-5040	ELECTRICITY - SWR	553.07	2,154.17	50.69	2,095.83	4,250.00
03-00-5070	PENSION PLAN - SWR	227.71	963.59	48.18	1,036.41	2,000.00
03-00-5110	SALARIES - SWR	3,812.74	16,163.75	52.14	14,836.25	31,000.00
03-00-5120	SOCIAL SECURITY - SWR	245.88	971.65	38.87	1,528.35	2,500.00
03-00-5140	PROFESSIONAL - SWR		441.49	29.43	1,058.51	1,500.00
03-00-5150	INSURANCE - SWR	417.27	1,364.00	109.12	114.00-	1,250.00
03-00-5151	LIFE INSURANCE	3.19	19.15	19.15	80.85	100.00
03-00-5160	UNEMPLOYMENT		4.33	4.33	95.67	100.00
03-00-5190	HEALTH INSURANCE - SWR	1,304.06	7,814.96	71.05	3,185.04	11,000.00
03-00-5192	DENTAL/VISION INS	101.33	540.14	54.01	459.86	1,000.00
03-00-5310	CHEMICALS - SWR	4,008.04	8,016.04	40.08	11,983.96	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	106.99	3,942.68	3,942.68	3,842.68-	100.00
03-00-5340	OFFICE EXPENSES - SWR		50.50	3.37	1,449.50	1,500.00
03-00-5360	POSTAGE - SWR	87.50	437.50	87.50	62.50	500.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER		1,803.89	6.01	28,196.11	30,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	61.48	3,270.13	16.35	16,729.87	20,000.00
03-00-5800	CAPITAL OUTLAY - SWR		15,040.80	75.20	4,959.20	20,000.00
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	ADMIN TOTAL	11,072.92	63,259.72	42.66	85,040.28	148,300.00
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	SEWER TOTAL	11,072.92	63,259.72	42.66	85,040.28	148,300.00
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SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	698.25	7,986.28	44.37	10,013.72	18,000.00
04-07-5020	PHONE - SANITATION	69.90	419.40	49.34	430.60	850.00
04-07-5070	PENSION PLAN - SAN	399.19	1,375.75	137.58	375.75-	1,000.00
04-07-5110	SALARIES - SAN	6,721.82	37,832.27	63.05	22,167.73	60,000.00
04-07-5120	SOCIAL SECURITY - SAN	486.57	2,750.26	55.01	2,249.74	5,000.00
04-07-5140	PROFESSIONAL - SAN		441.49	8.83	4,558.51	5,000.00
04-07-5150	INSURANCE - SAN		11,003.79	220.08	6,003.79-	5,000.00
04-07-5151	LIFE INSURANCE	6.39	19.17		19.17-	
04-07-5160	UNEMPLOYMENT		4.33	4.33	95.67	100.00
04-07-5190	HEALTH INSURANCE - SAN	695.53	2,037.89	25.47	5,962.11	8,000.00
04-07-5192	DENTAL/VISION INS	107.97	585.63	58.56	414.37	1,000.00
04-07-5280	UNIFORMS		129.99	52.00	120.01	250.00
04-07-5300	OIL - SAN				3,000.00	3,000.00
04-07-5320	MATERIALS/SUPPLIES - SAN	7.48	506.98	10.14	4,493.02	5,000.00
04-07-5340	OFFICE EXPENSES - SAN		90.93	6.06	1,409.07	1,500.00
04-07-5360	POSTAGE - SAN	87.50	437.50	43.75	562.50	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	2,015.24	7,882.21	26.27	22,117.79	30,000.00
04-07-5450	FEES & DUES - SAN	3,327.50	3,327.50	47.54	3,672.50	7,000.00
04-07-5451	DISPOSAL FEES - SAN	2,109.87	14,396.19	35.99	25,603.81	40,000.00
04-07-5475	C & D TICKET FEE		550.00	110.00	50.00-	500.00
04-07-5630	CONTRACTS & AGREEMENTS -SAN	61.48	8,709.58	290.32	5,709.58-	3,000.00
04-07-5800	CAPITAL OUTLAY - SAN				15,000.00	15,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP	14,056.00	14,056.00	281.12	9,056.00-	5,000.00
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BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	SANITATION TOTAL	30,850.69	114,543.14	53.23	100,656.86	215,200.00
	WASTE REDUCTION DEPARTMENT					
04-14-5010	FUEL - WR		103.62	41.45	146.38	250.00
04-14-5040	ELECTRICITY - WR	177.39	838.45	41.92	1,161.55	2,000.00
04-14-5140	PROFESSIONAL - WR		441.49	25.23	1,308.51	1,750.00
04-14-5150	INSURANCE - WR	1,233.86	1,233.86	123.39	233.86-	1,000.00
04-14-5160	UNEMPLOYMENT		4.30	4.30	95.70	100.00
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5420	MAINTENANCE/REPAIRS - WR		734.52	24.48	2,265.48	3,000.00
04-14-5800	CAPITAL OUTLAY - WR				1,500.00	1,500.00
	WASTE REDUCTION TOTAL	1,411.25	3,356.24	34.07	6,493.76	9,850.00
	SANITATION/WASTE REDUCT TOTAL	32,261.94	117,899.38	52.39	107,150.62	225,050.00
	TOTAL EXPENSES	147,981.60	788,413.36	43.43	1026,936.64	1,815,350.00
	NET PROFIT/LOSS:	4,371.75-	181,643.64	48.75	190,996.36	372,640.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	98,372.34	597,555.95	42.16	819,944.05	1,417,500.00
	POWER PLANT TOTAL	480.82	56,491.64	33.38	112,748.36	169,240.00
	ELECTRIC TOTAL	98,853.16	654,047.59	41.22	932,692.41	1,586,740.00
	ADMIN TOTAL	19,070.49	145,723.29	51.63	136,526.71	282,250.00
	WATER TOTAL	19,070.49	145,723.29	51.63	136,526.71	282,250.00
	ADMIN TOTAL	9,818.12	59,919.64	50.35	59,080.36	119,000.00
	SEWER TOTAL	9,818.12	59,919.64	50.35	59,080.36	119,000.00
	SANITATION TOTAL	15,868.08	99,509.55	53.36	86,990.45	186,500.00
	WASTE REDUCTION TOTAL	.00	10,856.93	80.42	2,643.07	13,500.00
	SANITATION/WASTE REDUCT TOTAL	15,868.08	110,366.48	55.18	89,633.52	200,000.00
	TOTAL REVENUE	143,609.85	970,057.00	44.34	1217,933.00	2,187,990.00
	ADMIN TOTAL	84,985.91	502,012.11	45.32	605,737.89	1,107,750.00
	POWER PLANT TOTAL	1,839.24	31,318.47	42.04	43,181.53	74,500.00
	ELECTRIC TOTAL	86,825.15	533,330.58	45.11	648,919.42	1,182,250.00

BUDGET REPORT
CALENDAR 3/2024, FISCAL 6/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	17,821.59	73,923.68	28.46	185,826.32	259,750.00
	WATER TOTAL	17,821.59	73,923.68	28.46	185,826.32	259,750.00
	ADMIN TOTAL	11,072.92	63,259.72	42.66	85,040.28	148,300.00
	SEWER TOTAL	11,072.92	63,259.72	42.66	85,040.28	148,300.00
	SANITATION TOTAL	30,850.69	114,543.14	53.23	100,656.86	215,200.00
	WASTE REDUCTION TOTAL	1,411.25	3,356.24	34.07	6,493.76	9,850.00
	SANITATION/WASTE REDUCT TOTAL	32,261.94	117,899.38	52.39	107,150.62	225,050.00
	TOTAL EXPENSES	147,981.60	788,413.36	43.43	1026,936.64	1,815,350.00
	NET PROFIT/LOSS:	4,371.75-	181,643.64	48.75	190,996.36	372,640.00

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	164.81	3.75	.00	7.00	177.25	4060.75	120.14	.00	198.52	4409.60	342.43
12010 STREET	80.00	.00	.00	.00	80.00	2118.40	.00	.00	.00	2118.40	143.00
20010 WATER	59.06	11.00	.00	.00	71.75	1172.44	240.90	.00	.00	1443.53	.00
30010 SEWER	58.31	4.75	.00	.00	64.75	1155.61	142.22	.00	.00	1328.02	.00
40710 SANITATION	95.07	13.00	.00	6.75	116.50	1933.81	290.14	.00	136.62	2390.76	.00
50410 PARK	40.00	.63	.00	.00	40.63	800.00	.00	.00	.00	800.00	.00
50510 GENERAL	94.25	.25	.00	.00	94.50	2260.83	9.00	.00	.00	2269.83	173.49
50610 POLICE	.00	.00	.00	.00	.00	553.85	.00	.00	.00	553.85	.00
50810 LIBRARY	115.00	.50	.00	.00	115.50	1712.55	.00	.00	.00	1712.55	149.11
51110 CEMETERY	43.00	1.87	.00	.00	44.87	860.72	37.95	.00	.00	898.67	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	699.86
TOTAL	749.50	35.75	.00	13.75	805.75	16628.96	840.35	.00	335.14	17925.21	1507.89

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	153.87	1.50	11.00	1.00	168.56	3769.78	59.86	311.96	23.09	4185.94	773.70
12010 STREET	83.75	2.25	.00	.00	117.00	2208.38	95.72	.00	.00	3124.98	520.94
20010 WATER	65.12	7.63	.00	.00	73.94	1332.46	127.62	.00	.00	1481.33	.00
30010 SEWER	59.87	1.62	.00	.00	62.68	1183.57	.00	.00	.00	1204.82	.00
40710 SANITATION	97.89	8.25	.00	.75	115.32	1967.17	180.80	.00	15.18	2331.12	.00
50410 PARK	40.00	1.50	.00	.00	41.50	800.00	.00	.00	.00	800.00	.00
50510 GENERAL	93.00	5.50	.00	.25	98.75	2211.33	.00	.00	6.00	2217.33	264.31
50610 POLICE	.00	.00	.00	.00	.00	553.85	.00	.00	.00	553.85	.00
50810 LIBRARY	116.25	.00	.00	.00	116.25	1729.31	.00	.00	.00	1729.31	149.11
51110 CEMETERY	40.00	1.50	.00	.00	41.50	800.00	.00	.00	.00	800.00	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1198.08
TOTAL	749.75	29.75	11.00	2.00	835.50	16555.85	464.00	311.96	44.27	18428.68	2906.14

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				CORNERSTONE CHECK ACCT BK#1				
04092024	1	4/09/24	4/09/24	596 SR REPAIR MAINT/STREET SWEEPER	204.29	12	12-00-5420	1
				INVOICE TOTAL	204.29			
				VENDOR TOTAL	204.29			
04092024	1	4/09/24	4/09/24	755 BAKER & TAYLOR BOOKS/LIBRARY	501.91	05	05-08-5801	1
				INVOICE TOTAL	501.91			
				VENDOR TOTAL	501.91			
04092024	1	4/09/24	4/09/24	886 MELODIE LYNN TURNER BELLAMY PROFESSIONAL FEE	1,725.00	05	05-05-5140	1
				INVOICE TOTAL	1,725.00			
				VENDOR TOTAL	1,725.00			
04092024	1	4/09/24	4/09/24	691 CHRISTIE MALL CLEANING/OFFICE	80.00	05	05-05-5450	1
				INVOICE TOTAL	80.00			
				VENDOR TOTAL	80.00			
04092024	1	4/09/24	4/09/24	385 CITY OF FRANKLIN SCHOOLING/WATER/DB	15.00	02	02-00-5440	1
	2			SCHOOLING/GEN/RF	20.00	05	05-05-5440	1
	3			SCHOOLING/LIB/AS	10.00	05	05-08-5440	1
	4			UNIFORMS/PARK/SM	25.00	05	05-04-5280	1
	5			SUPPLEIS/GENERAL	71.99	05	05-05-5320	1
	6			FILING FEE/GENERAL	40.00	05	05-05-5450	1
	7			SUPPLIES/LIBRARY	2.99	05	05-08-5320	1
	8			SUPPLIES/STREET	1.79	12	12-00-5320	1
				INVOICE TOTAL	186.77			
				VENDOR TOTAL	186.77			
04092024	1	4/09/24	4/09/24	15 CITY OF HOLDREGE DISPOSAL FEES	2,353.36	04	04-07-5451	1
				INVOICE TOTAL	2,353.36			
				VENDOR TOTAL	2,353.36			
04092024	1	4/09/24	4/09/24	738 COMFORT INN SCHOOLING/WATER/DB	229.90	02	02-00-5440	1
				INVOICE TOTAL	229.90			
				VENDOR TOTAL	229.90			
04092024	1	4/09/24	4/09/24	20 COOPERATIVE PRODUCERS INC FUEL	78.96	01	01-00-5010	1
	2			FUEL	199.73	03	03-00-5010	1
	3			FUEL	100.02	04	04-07-5010	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
	4			FUEL	25.08	14		04-14-5010	1
	5			FUEL	449.81	12		12-00-5010	1
	6			FUEL	85.00	04		04-07-5475	1
	7			FUEL	149.34	05		05-04-5010	1
	8			FUEL	64.89	05		05-05-5010	1
				INVOICE TOTAL	1,152.83				
				VENDOR TOTAL	1,152.83				
04092024	1	4/09/24	4/09/24	953 JM HOSPITALITY INC SCHOOLING/NPZA/JS	289.90	05		05-05-5440	1
				INVOICE TOTAL	289.90				
				VENDOR TOTAL	289.90				
04092024	1	4/09/24	4/09/24	222 DUDLEY D. DALLMAN MAINT/CITY PARK BRICK SIGN	646.25	05		05-04-5420	1
				INVOICE TOTAL	646.25				
				VENDOR TOTAL	646.25				
04092024	1	4/09/24	4/09/24	33 DUTTON-LAINSON COMPANY MAINT/STREET LIGHTS	443.84	12		12-00-5420	1
	2			DIST. SUPPLIES/ELECTRIC	1,458.24	01		01-00-5240	1
				INVOICE TOTAL	1,902.08				
				VENDOR TOTAL	1,902.08				
04092024	1	4/09/24	4/09/24	55 EAKES OFFICE SOLUTIONS EGOLD FAX	25.74	05		05-08-5450	1
	2			EGOLD FAX	19.25	05		05-05-5450	1
				INVOICE TOTAL	44.99				
				VENDOR TOTAL	44.99				
04092024	1	4/09/24	4/09/24	36 CITY OF FRANKLIN-ELECTRIC FUND ELECTRICITY	783.16	02		02-00-5040	1
	2			ELECTRICITY	367.96	03		03-00-5040	1
	3			ELECTRICITY	195.77	05		05-04-5040	1
	4			ELECTRICITY	233.15	05		05-05-5040	1
	5			ELECTRICITY	248.53	05		05-08-5040	1
	6			ELECTRICITY	1,872.88	12		12-00-5040	1
	7			ELECTRICITY	135.39	14		04-14-5040	1
				INVOICE TOTAL	3,836.84				
				VENDOR TOTAL	3,836.84				
04092024	1	4/09/24	4/09/24	172 RAQUEL FELZIEN MILEAGE/REIMB/CONF/MEETINGS	159.25	05		05-05-5440	1
	2			MILEAGE/REIMB/CONF/MEETINGS	159.26	01		01-00-5440	1
				INVOICE TOTAL	318.51				
				VENDOR TOTAL	318.51				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				65 FRANKLIN AUTO PARTS				
04092024	1	4/09/24	4/09/24	SUPPLIES/ELECT	9.17	01	01-00-5320	1
	2			SUPPLEIS/WATER	24.03	02	02-00-5320	1
	5			SUPPLEIS/STREET	1.70	12	12-00-5320	1
	7			MAINT/CROWN VIC CAR	61.46	05	05-05-5420	1
	8			MAINT/SANITATION	135.00	04	04-07-5420	1
				INVOICE TOTAL	231.36			
				VENDOR TOTAL	231.36			
				86 FRANKLIN COUNTY CHRONICLE				
04092024	1	4/09/24	4/09/24	MARCH ADS	278.23	05	05-05-5630	1
	2			MARCH ADS	23.02	05	05-01-5350	1
	3			MARCH ADS	1.91	05	05-08-5630	1
				INVOICE TOTAL	303.16			
				VENDOR TOTAL	303.16			
				39 FRANKLIN COUNTY SHERIFF				
04092024	1	4/09/24	4/09/24	LAW ENFORCEMENT FEE	6,032.00	05	05-06-5630	1
				INVOICE TOTAL	6,032.00			
				VENDOR TOTAL	6,032.00			
				67 FRANKLIN PUBLIC SCHOOL				
04092024	1	4/09/24	4/09/24	OCCUPATION TAX/LIQ LICENSE	600.00	05	05-05-5450	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
				891 GERDES FEED & SUPPLY LLC				
04092024	1	4/09/24	4/09/24	SUPPLIES/ELECTRIC	13.99	01	01-00-5320	1
				INVOICE TOTAL	13.99			
				VENDOR TOTAL	13.99			
				393 GLENWOOD TELECOMMUNICATIONS				
04092024	1	4/09/24	4/09/24	PHONE/INTERNET	71.08	02	02-00-5020	1
	2			PHONE/INTERNET	37.45	01	01-00-5020	1
	3			PHONE/INTERNET	109.47	05	05-08-5020	1
	4			PHONE/INTERNET	69.90	04	04-07-5020	1
	5			PHONE/INTERNET	34.95	12	12-00-5020	1
	6			PHONE/INTERNET	34.95	05	05-04-5020	1
	7			PHONE/INTERNET	177.01	05	05-05-5020	1
				INVOICE TOTAL	534.81			
				VENDOR TOTAL	534.81			
				788 GOLDSTAR PRODUCTS INC				
04092024	1	4/09/24	4/09/24	SEWER CHEMICALS	4,008.03	03	03-00-5310	1
				INVOICE TOTAL	4,008.03			
				VENDOR TOTAL	4,008.03			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
919 RILEIGHS OUTDOOR LLC								
04092024	1	4/09/24	4/09/24	BRACKETS FOR HOMETOWN HERO	695.00	05	05-05-5320	1
	2			10 HOMETOWN HERO FLAGS	1,189.50	05	05-05-5320	1
				INVOICE TOTAL	1,884.50			
				VENDOR TOTAL	1,884.50			
699 JIM FORDEN								
04092024	1	4/09/24	4/09/24	STUMP REMOVAL/PARK/RV PARK	300.00	05	05-04-5420	1
	2			STUMP REMOVAL/PARK/RV PARK	80.00	05	05-04-5420	1
				INVOICE TOTAL	380.00			
				VENDOR TOTAL	380.00			
54 JIM'S OK TIRE INC								
04092024	1	4/09/24	4/09/24	MAINT/STREET/#5	5.00	12	12-00-5420	1
	2			MAINT/STREET/#23 PAYLOADER	101.00	12	12-00-5420	1
	3			MAINT/STREET/#3 INTL.TRUCK	103.50	12	12-00-5420	1
				INVOICE TOTAL	209.50			
				VENDOR TOTAL	209.50			
535 MADISON NATIONAL LIFE								
04092024	1	4/09/24	4/09/24	INSURANCE	6.39	05	05-08-5151	1
	2			INSURANCE	5.18	12	12-00-5151	1
	3			INSURANCE	6.39	05	05-05-5151	1
	4			INSURANCE	19.17	01	01-00-5151	1
	5			INSURANCE	3.20	05	05-04-5151	1
	6			INSURANCE	3.19	05	05-11-5151	1
	7			INSURANCE	3.19	02	02-00-5151	1
	8			INSURANCE	3.20	03	03-00-5151	1
	9			INSURANCE	6.39	04	04-07-5151	1
				INVOICE TOTAL	56.30			
				VENDOR TOTAL	56.30			
427 MID-IOWA SOLID WASTE EQUIP								
04092024	1	4/09/24	4/09/24	MAINT/STREET SWEEPER	2,289.00	12	12-00-5420	1
				INVOICE TOTAL	2,289.00			
				VENDOR TOTAL	2,289.00			
79 MUNICIPAL SUPPLY, INC								
04092024	1	4/09/24	4/09/24	DIST. SUPPLIES/WATER	205.42	02	02-00-5240	1
				INVOICE TOTAL	205.42			
				VENDOR TOTAL	205.42			
56 MURPHY TRACTOR & EQUIPMENT CO								
04092024	1	4/09/24	4/09/24	MAINT/STREET/#23	65.27	12	12-00-5420	1
				INVOICE TOTAL	65.27			
				VENDOR TOTAL	65.27			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
04092024	1	4/09/24	4/09/24	58 NE PUBLIC HEALTH ENVIRONMENTAL WATER TESTING	371.00	02	02-00-5520	1
				INVOICE TOTAL	371.00			
				VENDOR TOTAL	371.00			
04092024	1	4/09/24	4/09/24	642 ONSOLVE LLC CODE RED SYSTEM	2,025.45	05	05-05-5450	1
				INVOICE TOTAL	2,025.45			
				VENDOR TOTAL	2,025.45			
04092024	1	4/09/24	4/09/24	99 PITSTOP & SHOP FUEL/SANITATION	66.23	04	04-07-5010	1
				INVOICE TOTAL	66.23			
				VENDOR TOTAL	66.23			
04092024	1	4/09/24	4/09/24	52 PLANKS LUMBER & HARDWARE MAINT/ELECTRIC	19.88	01	01-10-5420	1
	2			MAINT/GENERAL	18.51	05	05-05-5420	1
	3			MAINT/POOL	14.79	05	05-03-5420	1
	4			MAINT/PARK	254.78	05	05-04-5420	1
	5			SUPPLIES/RECYCLING	94.45	04	04-07-5320	1
	6			MAINT/RECYCLING	2.39	04	04-07-5420	1
	7			MAINT/SANITATION	74.95	04	04-07-5420	1
	8			MAINT/STREET	28.48	12	12-00-5420	1
	9			SUPPLIES/WATER	34.07	02	02-00-5320	1
				INVOICE TOTAL	542.30			
				VENDOR TOTAL	542.30			
04092024	1	4/09/24	4/09/24	96 PLATTE VALLEY COMM -KEARNEY MAINT/LIBRARY CAMERAS	183.75	05	05-08-5420	1
				INVOICE TOTAL	183.75			
				VENDOR TOTAL	183.75			
04092024	1	4/09/24	4/09/24	954 PRO TRACK AND TENNIS INC RE-SURFACE COURT/DOWNPAYMENT	27,720.00	05	05-04-5800	1
				INVOICE TOTAL	27,720.00			
				VENDOR TOTAL	27,720.00			
04092024	1	4/09/24	4/09/24	47 R&R SALES & SERVICES INC MAINT/STREET/#1	7.56	12	12-00-5420	1
				INVOICE TOTAL	7.56			
				VENDOR TOTAL	7.56			
04092024	1	4/09/24	4/09/24	62 S.E. SMITH & SONS MAINT/ELECTRIC	2.50	01	01-00-5420	1
	2			MAINT/PARK	126.90	05	05-04-5420	1
	3			MAINT/STREET	11.25	12	12-00-5420	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	4			MAINT/GEN CITY HALL	20.76	05	05-05-5420	1
				INVOICE TOTAL	161.41			
				VENDOR TOTAL	161.41			
04092024	1	4/09/24	4/09/24	634 SAHLING KENWORTH, INC MAINT/SAN TRUCK	63.10	04	04-07-5420	1
	2			REPAIRS/MAINT/SAN TRUCK	1,884.41	04	04-07-5420	1
				INVOICE TOTAL	1,947.51			
				VENDOR TOTAL	1,947.51			
04092024	1	4/09/24	4/09/24	126 SCHMIDT COMPUTER SYSTEMS COMPUTER UDPATES	97.50	05	05-05-5340	1
				INVOICE TOTAL	97.50			
				VENDOR TOTAL	97.50			
04092024	1	4/09/24	4/09/24	404 SOUTH CENTRAL SOFTBALL 2023/8 UNDER GIRLS SOFTBALL TOURNEY GATE FUNDS	889.00	05	05-01-5450	1
				INVOICE TOTAL	889.00			
				VENDOR TOTAL	889.00			
04092024	1	4/09/24	4/09/24	46 SOUTHERN PUBLIC POWER DIST. POWER	47,147.41	01	01-00-5041	1
	2			POWER	1,187.00	02	02-00-5040	1
				INVOICE TOTAL	48,334.41			
				VENDOR TOTAL	48,334.41			
04092024	1	4/09/24	4/09/24	182 SUNSET SPA & SUPPLY CHEMICALS/POOL	8,104.27	05	05-03-5310	1
				INVOICE TOTAL	8,104.27			
				VENDOR TOTAL	8,104.27			
04092024	1	4/09/24	4/09/24	384 TERRY L. CARPENTER, JR. PEST CONTROL/MAR/APR	56.64	01	01-10-5630	1
	2			PEST CONTROL/MAR/APR	56.64	05	05-08-5630	1
	3			PEST CONTROL/MAR/APR	56.64	05	05-04-5630	1
	4			PEST CONTROL/MAR/APR	56.64	05	05-05-5630	1
	5			PEST CONTROL/MAR/APR	56.64	05	05-05-5630	1
	6			PEST CONTROL/MAR/APR	56.80	12	12-00-5630	1
				INVOICE TOTAL	340.00			
				VENDOR TOTAL	340.00			
04092024	1	4/09/24	4/09/24	329 U.S. BANK POSTAGE/WATER	63.35	02	02-00-5360	1
	2			POSTAGE/GENERAL	7.40	05	05-05-5360	1
	3			SCHOOLING/RF	237.81	05	05-05-5440	1
	4			SCHOOLING/RF	237.81	01	01-00-5440	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	5			SUPPLIES/PARK	428.43	05	05-04-5320	1
	6			MAINT/SAN TRUCK	85.13	04	04-07-5420	1
	7			SUPPLIES/ELETRIC	16.97	01	01-00-5320	1
	8			GOOGLE/TIMESTATION	60.98	01	01-00-5630	1
	9			GOOGLE/TIMESTATION	60.97	05	05-05-5630	1
	10			6 AM. FLAGS/FOR POLES/GEN	485.94	05	05-05-5320	1
	11			FUEL/SAN TRUCK	1,021.30	04	04-07-5010	1
	12			BOOKS/LIBRARY	287.06	05	05-08-5801	1
	13			OFFICE EXP/LIBRARY	31.24	05	05-08-5340	1
	14			SUPPLIES/LIBRARY	21.89	05	05-08-5320	1
	15			SUMMER READING/LIBRARY	280.60	05	05-08-5662	1
				INVOICE TOTAL	3,326.88			
				VENDOR TOTAL	3,326.88			
				205 VAN DIEST SUPPLY COMPANY				
04092024	1	4/09/24	4/09/24	CHEMICALS/BALL PARK	153.00	05	05-01-5310	1
	2			CHEMICALS/PARK	258.85	05	05-04-5310	1
	3			CHEMICALS/CEMETERY	258.85	05	05-11-5310	1
				INVOICE TOTAL	670.70			
				VENDOR TOTAL	670.70			
				3 VERIZON WIRELESS				
04092024	1	4/09/24	4/09/24	PHONE	42.86	12	12-00-5020	1
	2			PHONE	40.01	05	05-05-5020	1
				INVOICE TOTAL	82.87			
				VENDOR TOTAL	82.87			
				90 US DEPARTMENT OF ENERGY				
040920240	1	4/09/24	4/09/24	POWER	5,109.72	01	01-00-5041	1
				INVOICE TOTAL	5,109.72			
				VENDOR TOTAL	5,109.72			
				CORNERSTONE CHECK ACCT TOTAL	130,266.53			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	130,266.53			
				GRAND TOTALS	130,266.53			

Reviewed and Approved at April 9, 2024

Date	Vendor	Amount	Item
3/26/24	Aflac	\$958.89	Insurance
4/9/24	Aurora Cooperatvie	\$1,264.25	refund on credit balance on UB
3/1/24	BCBS	\$12,787.87	Insurance
3/21/24	Black Hills Energy	\$649.83	gas bill
3/18/24	Caspian Creates	\$89.00	Website/Calendar fee
02/23/24	Cornerstone Bank	\$487.50	posted wrong checking acct.
03/11/24	Delta Dental	\$500.24	Insurance
3/15/24	EFTPS	\$3,999.74	Payroll taxes
3/31/24	EFTPS	\$3,775.94	Payroll taxes
3/11/24	Freedom Claims	\$3,000.00	Insurance
3/13/24	General Traffic Control	\$100.00	Maint/flashing light
3/25/24	Hometown Leasing	\$407.38	lease agreement
3/27/24	Liberty National	\$39.49	Payroll
4/10/24	Menards/Capital One Card	\$685.92	Maint/City Hall/Park/Pool
4/3/24	Meter deposit refunds: Alyssa Schmidt; Bryoney Uden-Arraujo	\$240.19	meter deposit refunds
3/15/24	MG Trust	\$1,955.29	Payroll retirement
04/01/24	MG Trust	\$1,978.78	Payroll retirement
3/18/24	NE Dept of Rev	\$6,708.56	Sales Tax
31/31/24	NE Dept of Rev	\$910.34	payroll
03/15/2024	Payroll	\$13,229.95	Payroll
3/31/2024	Payroll	\$12,543.00	Payroll
3/5/24	Quadient Finance/NEO Post	\$350.00	Postage
03/04/24	VSP	\$172.18	Insurance

TOTAL CLAIMS REPORT: \$66,834.34

CDA GRANT PAYMENTS

Date	Vendor	Amount	Item
3/13/24	Dorn Auto 1/2 partial payment	\$3,096.73	CDA COMM. GRANT
			CDA COMM. GRANT

Approved 4/09/2024

Council Beall

Council Urbina

Council Platt

Council Loschen

Consignor Settlement

**Kort Dallmann Auctions
 Macon Lions Club
 1489 HWY 10
 Franklin, NE 68939
 Phone: 308-470-0930**

CO #:	454
Date:	3/26/2024
Page:	1

Consignor: 136

City of Franklin Police
 619 15th Ave.
 Franklin, NE 68939
 Phone:308-425-6295

Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
136 2011 FORD	1.00	900.00	900.00	-90.00	0.00
			CO Expense - Title Fee (5.00)

Total Quantity:	1.00
Total Invoice Sale Price:	900.00
Total Expenses: (5.00)
Total Commission: (90.00)
Total Due to Consignor:	805.00
Total Payments:	0.00
Balance:	<u>\$805.00</u>

CK# 1789

Positive Balance, Monies Owed to Consignor
 No inventory remains for this consignment order

COMMISSION SETTINGS

Calculate Commission By: Invoice Line
 Commission Structure Type: Sliding Scale

Up to \$500	15%
\$500.01 - \$2,000	10%
over \$2,000	5%

BUY BACK SETTINGS

Calculate Buy Back By: Each
 Buy Back Structure Type: Sliding Scale

Up to \$0.10	\$15
\$0.11 - \$500	\$25
over \$500	\$35

Thank you for consigning items for the Macon Lions Auction! We appreciate your support.

✓ Lot # 136

BILL OF SALE


Seller's Name City of Franklin Police Dept.
Address 619 15th Ave
City, State, Zip Franklin, NE 68939

Buyer's Name Chance W Kennedy
Address 71935 I Rd
City, State, Zip Orleans, NE 68966

hereby purchases the following:

Year 2011 **Make** Ford **Model** 4dr Sedan Crown Victoria Police IN
ID# 2FABP7BV9BX180949
Purchase Price \$900,00 **Date** 3-21-34

✓ **Seller's Signature**

City of Franklin 

Buyer's Signature

Chance Kennedy

 **COPY**

Kort-Dallmann Auction



FRANKLIN COUNTY SHERIFFS OFFICE



Bryon Detlefsen, Sheriff

405 15th Avenue
P.O. Box 292
Franklin, NE. 68939

Office: (308) 425-6231
Fax: (308) 425-3261
sheriff@franklincountyne.gov

Monthly Report for the City of Franklin

The following report is activity for the month of March 2024

Dispatch received 136 calls regarding activities within the City Limits,

Deputies patrolled 102 hours.

In addition to patrol hours Deputies had 58 hours spent on calls, which consisted of dog and driving complaints. We are starting to call on the golf carts and UTV driving around. Mostly just legal questions. We have been spending time at the school on safety plans and working on updating our response guidelines for situations at the school.

I received a call from Highway Safety wanting to know if we would like a speed trailer for awhile. I would like to put it on 16th Avenue by the park with nicer weather coming and the number of walkers and kids at the basketball court.

There are some issues with the storm sirens. I have talked with Mike and have made contact with Platte Valley. Some of the sirens are not working when radio controlled. I am planning on being at the meeting to discuss it with you further.

Sheriff Bryon Detlefsen

RESOLUTION 2024-05

A RESOLUTION OF THE CITY OF FRANKLIN, NEBRASKA TO ADOPT AMENDMENTS TO THE ZONING ORDINANCE FOR THE CITY OF FRANKLIN TO CHANGE THE SETBACKS FOR DETACHED ACCESSORY BUILDINGS OR STRUCTURES FROM TEN (10) FEET TO FIVE (5) FEET.

WHEREAS, on _____, 2024, the Franklin City Council referred to the City of Franklin Planning Commission, hereinafter simply referred to as the "Commission," a request for review of potential amendment to provisions of the Zoning Ordinance of the City Franklin relating to the set back requirements for accessory use buildings; and

WHEREAS, on April 1, 2024, the City of Franklin Planning Commission held a public hearing to consider amendments to the Zoning Ordinance of the City of Franklin regarding setbacks for accessory buildings; and

WHEREAS, on April 1, 2024, following public hearing and comment, and a review of evidence submitted to the Commission, the Commission voted to recommend approval to changes in the setbacks for accessory use building to this Board, and forwarded to the Council a favorable recommendation of adoption of the following amendments to the Zoning Ordinance of the City of Franklin; and

WHEREAS, no protests have been filed against such proposed amendments with the Franklin City Clerk, and

WHEREAS on April 9, 2024, the issue came on for consideration by this Council; and following a public hearing on such amendments, it was moved by _____, seconded by _____, that the following Resolution be adopted concerning the proposed amendments, specifically concerning setbacks for accessory use buildings;

NOW THEREFORE, be it resolved by the Franklin City Council that the following amendments are adopted with amending language as shown, that the following language be added where noted, and the relevant sections be amended to read as follows and the purpose of these zoning amendments is to change the setbacks for accessory use buildings from ten (10) feet to five (5) feet in order to promote the health, safety, and general welfare of the residents of the City of Franklin, and to establish reasonable and uniform regulations within the City.

Section 4.08 Accessory Building and Uses

...

4.08.07 Detached accessory buildings or structures shall be located no closer to any other accessory or principal building than five (5) feet.

....

Passed and adopted this 9th day of April, 2024.

Mayor Margaret M. Siel

ATTEST:

City Clerk Raquel Felzien

RESOLUTION 2024-03

A RESOLUTION OF THE CITY OF FRANKLIN, NEBRASKA TO ADOPT AMENDMENTS TO THE City of Franklin, Nebraska Code of Ordinances TO ADOPT THE NEBRASKA BUILDING CODE AND TO ADOPT ZONING PERMITS.

WHEREAS, on March __, 2024, the Franklin City Council referred to the City of Franklin Planning Commission, hereinafter simply referred to as the "Commission," a request for review of potential amendment to provisions of the Zoning Ordinance of the City Franklin relating to building codes and zoning permits; and

WHEREAS, on April 1, 2024, the City of Franklin Planning Commission held a public hearing to consider amendments to the Zoning Ordinance of the City of Franklin regarding whether or not to discard the use of the International Building Code and adopt the Nebraska Building Code and to change from building permits to zoning permits; and

WHEREAS, on April 1, 2024, following public hearing and comment, and a review of evidence submitted to the Commission, the Commission voted to recommend approval to adopt the Nebraska Building Code and Zoning Permits to this Board, and forwarded to the Council a favorable recommendation of adoption of the following amendments to the Zoning Ordinance of the City of Franklin; and

WHEREAS, no protests have been filed against such proposed amendments with the Franklin City Clerk, and

WHEREAS on April 9, 2024, the issue came on for consideration by this Council; and following a public hearing on such amendments, it was moved by _____, seconded by _____, that the following Resolution be adopted concerning the proposed amendments, specifically concerning setbacks for accessory use buildings;

NOW THEREFORE, be it resolved by the Franklin City Council that the following amendments are adopted with amending language as shown, that the following language be added where noted, and the relevant sections be amended to read as follows and the purpose of these zoning amendments is to discard the use of the International Building Code and Building Permits and adopt the Nebraska Building Code and Zoning Permits in order to promote the health, safety, and general welfare of the residents of the City of Franklin, and to establish reasonable and uniform regulations within the City.

§ 2-102 PLANNING COMMISSION.

...

(3) (a) The Commission may grant conditional uses or special exceptions to property owners for the use of their property if the governing body has, through a zoning ordinance or special ordinance, generally authorized the Commission to exercise such powers and has approved the standards and procedures adopted by the Commission for equitably and judiciously granting such conditional uses or special exceptions. The granting of a conditional use permit or special exception shall only allow property owners to put their property to a special use if it is among those uses specifically identified in the zoning ordinance as classifications of uses which may require special

conditions or requirements to be met by the owners before a use permit or zoning permit is authorized.

(b) The power to grant conditional uses or special exceptions shall be the exclusive authority of the Commission, except that the governing body may choose to retain for itself the power to grant conditional uses or special exceptions for those classifications of uses specified in the zoning ordinance. The governing body may exercise such power if it has formally adopted standards and procedures for granting such conditional uses or special exceptions in a manner that is equitable and will promote the public interest.

(c) An appeal of a decision by the Commission or governing body regarding a conditional use or special exception shall be made to the district court.

CHAPTER 7: FIRE REGULATIONS

Article

1. FIRES

2. FIRE PREVENTION

3. GASOLINE STORAGE

4. PENAL PROVISION

...

ARTICLE 2: FIRE PREVENTION

Section

- 7-201 Fire prevention; Life Safety Code
- 7-202 Fire prevention; Fire Prevention Code
- 7-203 Fire prevention; Fire Code enforcement
- 7-204 Fire prevention; lawful entry
- 7-205 Fire prevention; violation notice
- 7-206 Fire prevention; fire limits defined
- 7-207 Fire prevention; fire limits zoning permit
- 7-208 Fire prevention; fire limits materials
- 7-209 Fire prevention; ironclads prohibited
- 7-210 Fire prevention; removal required
- 7-211 Fire prevention; fires in residential districts

- [7-212](#) Fire prevention; fire prohibited
- [7-213](#) Fire prevention; fires regulated
- [7-214](#) Fire prevention; open burning ban, waiver
- [7-215](#) Fire prevention; throwing fireworks

...

§ 7-207 FIRE PREVENTION; FIRE LIMITS ZONING PERMIT

Prior to the moving or construction of any building in the fire limits, application must be made to the governing body. Construction shall include the enlarging or alteration of any building in the fire limits. Such application shall be furnished by the Municipal Clerk and shall require such information as the governing body deems necessary to determine whether or not to grant a zoning permit. All such applications for a zoning permit must be accompanied by plans of the construction to take place and a listing of the materials to be used.

(Neb. RS 17-550)

CHAPTER 9: BUILDING REGULATIONS

Article

- [1.](#) BUILDING CODE
- [2.](#) RESIDENTIAL CODE
- [3.](#) PLUMBING CODE
- [4.](#) ELECTRICAL CODE
- [5.](#) PENAL PROVISION

ARTICLE 1: BUILDING CODE

Section

- [9-101](#) Building Code; adopted by reference
- [9-102](#) Zoning permit; duplicate to County Assessor
- [9-103](#) Building Code; plans, specifications, plats and reports; municipal officials; duty
- [9-104](#) Fence regulations
- [9-105](#) Fences; permit required

§ 9-101 BUILDING CODE; ADOPTED BY REFERENCE.

The Nebraska Building Code is hereby adopted as the Building Code of this municipality for establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures, providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and providing for the condemnation of buildings and structures unfit for human occupancy and use and for the demolition of such buildings and structures. Each and all of the regulations, provisions, penalties, conditions and terms of the Building Code are hereby referred to, adopted and made a part hereof, as if fully set out in this section. The Building Code, printed in book or pamphlet form, is hereby incorporated by reference in addition to all amended editions as though printed in full herein insofar as such Code does not conflict with the statutes of the State of Nebraska. One copy of the Building Code is on file at the office of the Municipal Clerk and is available for public inspection at any reasonable time. The provisions of the Building Code shall be controlling throughout the municipality and throughout its zoning jurisdiction.

(Ord. 762, passed 1-12-2004)

§ 9-102 ZONING PERMITS; DUPLICATE TO COUNTY ASSESSOR.

Whenever a zoning permit is issued for the erection, alteration or repair, of any building within the municipality's jurisdiction, a duplicate of such permit shall be issued to the County Assessor.

§ 9-201 RESIDENTIAL CODE; ADOPTED BY REFERENCE.

The Nebraska Building Code is hereby adopted as the Residential Code of this municipality for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses not more than three stories in height in the municipality and providing for the issuance of permits and collection of fees therefor. Each and all of the regulations, provisions, penalties, conditions and terms of the Residential Code are hereby referred to, adopted and made a part hereof as if fully set out in this section. The Residential Code, printed in book or pamphlet form, is hereby incorporated by reference in addition to all amended editions as though printed in full herein insofar as such Code does not conflict with the statutes of the State of Nebraska. One copy of the Residential Code is on file at the office of the Municipal Clerk and is available for public inspection at any reasonable time. The provisions of the Residential Code shall be controlling throughout the municipality and throughout its zoning jurisdiction.

(Ord. 762, passed 1-12-2004)

§ 11-621 FLOOD PLAIN MANAGEMENT; DEFINITIONS.

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this article its most reasonable application.

.....

START OF CONSTRUCTION. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (16 USC 3501), includes substantial improvement, and means the date the zoning permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvements was within 180 days of the permit date. The **ACTUAL START** means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the **ACTUAL START OF CONSTRUCTION** means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Passed and adopted this 9th day of April, 2024

Mayor Margaret M. Siel

ATTEST:

City Clerk Raquel Felzien



April 9, 2024

Mayor and City Council
Franklin, Franklin County, Nebraska 68939

RE: Request for siting approval.

It is hereby requested that the Mayor and City Council of the City of Franklin approve the siting of a construction and demolition waste disposal area. This is to approve the siting for expanding the construction and demolition landfill adjacent to the existing construction and demolition landfill site.

The proposed site of the facility is a 23-acre tract, with up to 20 acres of actual cell space, located approximately 2 -1/2 miles south of Franklin on Highway 10. The tract is legally described as follows:

A tract of land located in the West Half of the Northeast Quarter (W½ NE¼) of Section Eighteen (18), Township One (1) North, Range fourteen (14) West of the 6th P.M. in Franklin County, Nebraska, described as follows:

The South 2,200 feet of the West 526 feet of the West Half of the Northeast Quarter (W½ NE¼) of Section Eighteen (18), Township One (1) North, Range fourteen (14) West of the 6th P.M. in Franklin County, Nebraska.

The nature of the proposed facility is a construction and demolition waste disposal area, including associated access road and excavations. The facility may include up to 20 acres of the site over the 100-year anticipated active life of the new facility. The owner of the proposed facility will be the City of Franklin, Franklin County, Nebraska. The area to be served by the proposed facility will be the Franklin area.

Persons wishing to be heard at the public hearing may appear and testify in favor of or in opposition to the siting or may present documentary evidence concerning the siting at the hearing. The request for siting approval will be submitted to the Mayor and Council of the City of Franklin at the council meeting on April 9, 2024. It is anticipated that the Council will set a public hearing date for the proposed siting approval. Further information concerning the siting and hearing procedures may be obtained by contacting Margaret Siel, Mayor, at the City Hall, 619 15th Avenue, Franklin, Nebraska at 308-425-6295.

Respectfully submitted,

Raquel Felzien, City Clerk

CS 321-270180 - 318 16TH AVE, FRANKLIN, FRANKLIN, NE 68939

Wright, Rosesharon D <Rosesharon.D.Wright@hud.gov>

Thu, Apr 4, 2024 at 8:30 AM

To: "neustache@guardianassetmgt.com" <neustache@guardianassetmgt.com>, "rfelzien@cityoffranklin.net" <rfeizien@cityoffranklin.net>
Cc: "tschill@guardianassetmgt.com" <tschill@guardianassetmgt.com>, "P260Live@yardi.com" <P260Live@yardi.com>, "Westover, Jacqueline L" <Jacqueline.L.Westover@hud.gov>, "Ochoa, Elda E" <Elda.E.Ochoa@hud.gov>

Good morning,

Per my conversation this morning with Ms. Raquel Felzien, City Clerk at the City of Franklin. HUD is requesting the City of Franklin Council to allow us permission to just trim the tree. The cost would be significantly less. This is a custodial property. I must be able to justify this expense to the NSC. Per Ms. Felzien, she will take our request to the Council next week and then respond back to us. We will need a written response on the City of Franklin letterhead, please. Thank you all for your help and resolution in this matter.

Sincerely,

Rosesharon D Wright

ROSESHARON D WRIGHT



SENIOR SINGLE FAMILY HOUSING SPECIALIST

REO DIVISION

307 W. 7TH ST., SUITE 1000, FORT WORTH TEXAS 76102OFFICE: 817-978-5532 | FAX: 817-978-5852 | EMAIL: Rosesharon.D.Wright@HUD.gov

From: Nydia Eustache <neustache@guardianassetmgt.com>
Sent: Wednesday, April 3, 2024 2:54 PM
To: Wright, Rosesharon D <Rosesharon.D.Wright@hud.gov>
Cc: tschill@guardianassetmgt.com; P260Live@yardi.com
Subject: <External Message> CS 321-270180 - 318 16TH AVE, FRANKLIN, FRANKLIN, NE 68939

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Good afternoon Rosesharon,

We were contacted by the city representative Raquel (see below). She is seeking the tree on the subject property encroaching the main road to be removed as it is dead. She granted us an extension to have this completed by Monday before this matter receives a congressional letter.

Please see attached, the bids obtained. Please advise if I may have COR approval to proceed in the lowest amount of \$1800 to remove the tree.

Bid \$ 1800 option 1

Bid \$ 2200



From: Raquel Felzien <rfelzien@cityoffranklin.net>
Sent: Wednesday, March 27, 2024 12:51 PM
To: Erika Shuman <eshuman@guardianassetmgmt.com>
Subject: Fwd: 321-270180 318 16th Ave, Franklin NE 68939

This is an external email from an untrusted domain

Erica,

Thank you for taking the time to call me today about this property and the tree nuisance. I will get pictures this afternoon and email them to you also. Please reply so I know you received this email chain.

Thank you

Raquel Felzien

City Clerk/Treas/CMC

City of Franklin

308-425-6295

www.franklinnebraska.com

Thank You,



Nydia Eustache

Project Manager

Guardian Asset Management



Application for Building Permit

Date of Application: 3-15-2024 Phone Number: 615-775-0301

Homeowner Name: HAROLD + HOLLY CLOUD Email: butch.cloud@gmail.com

Legal Description of Property and residence address:
1903 N ST, FRANKLIN, NE 68939

20 PT. LOT 4-5, Block 4, Back's addition Franklin Marion

Name of Contractor (business or individual): HAROLD CLOUD

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 15,000

Describe Work to be Completed: METAL GARAGE ON CONCRETE SLAB
20'x30'

Wood/Metal/Other structure type and purpose of permit: METAL

Continued on Next Page →





Application for Building Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.

Continued on Next Page →



+1 (308) 425-6295



info@cityoffranklin.net



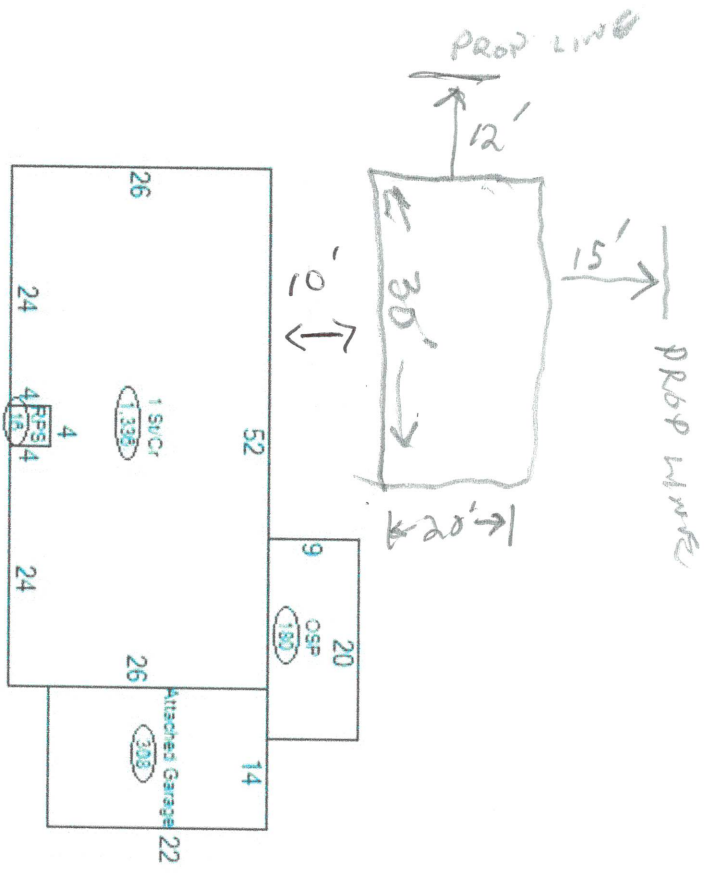
www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939



LOT SIZE
 82' WIDE
 190' DEEP





CITY OF FRANKLIN

Application for Building Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Harold W. Cloud Date: 3/15/2024

OFFICE USE ONLY

There are no issues with this proposed project.

Permit# 2024-05

fr Stone

| APPROVED

| DECLINED

Date Approved/Declined: _____

Date of Permit Expiry: _____

If declined, reason for declination: _____

Kevin Stone
Zoning Enforcement Officer Signature

City Clerk Signature





Application for Building Permit

Date of Application: 3/27/24 Phone Number: (308) 425-6245

Homeowner Name: David Doering Email: N/A

Legal Description of Property and residence address: W 122' Lots 11-12; Blk 1 Bucks & Greenwoods Addn Fr. Bl.

120-15th Ave., Franklin, NE. 68939

Name of Contractor (business or individual): Tri-State Carports
Tom Paulsen = local dealer

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 3,800.00

Describe Work to be Completed: Metal carport, 22' W x 21' L.
8' legs for 8' H vehicle clearance.

Wood/Metal/Other structure type and purpose of permit: Carport to protect
truck from hail storm damage.

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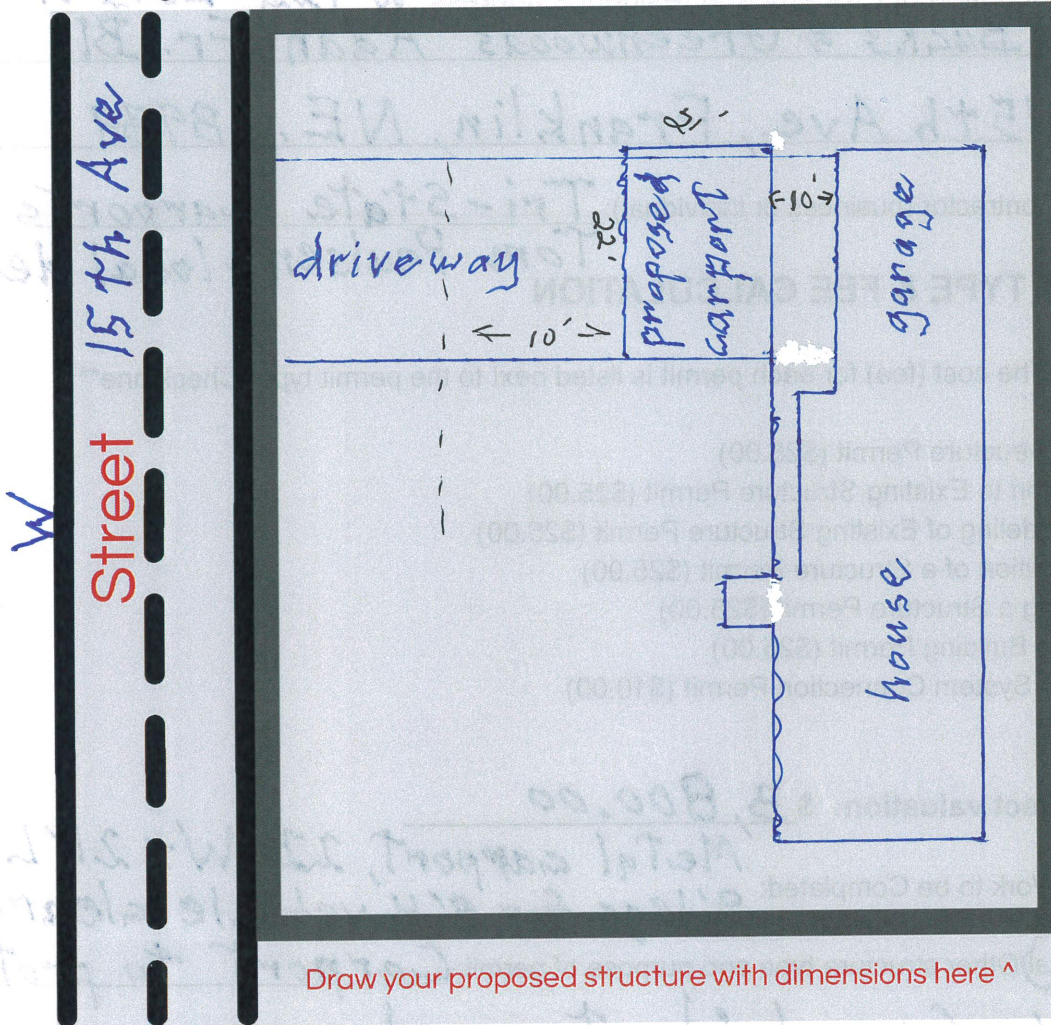




Application for Building Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.



Draw your proposed structure with dimensions here ^

Proposed carport starts ~12' W of garage on driveway, and ends ~38' E of street (15th Ave.)

Continued on Next Page →





Application for Building Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: David Dearing Date: 3/27/24

OFFICE USE ONLY

Permit# 2024-00

| APPROVED

| DECLINED

Date Approved/Declined: _____

Date of Permit Expiry: _____

If declined, reason for declination: _____

Kevin Lee Jr.
Zoning Enforcement Officer Signature

City Clerk Signature





CITY OF FRANKLIN

Application for Building Permit

Date of Application: 4/1/24 Phone Number: 308-470-1833

Homeowner Name: Justin & Tanya Hendon Email: tanyacrouse34@gmail.

Legal Description of Property and residence address:

1402 O Street Franklin, Ne

West 56' of lots 14, 15, 16, Block 3, Peoples addition to City of Franklin Franklin County Nebraska

Name of Contractor (business or individual): Tri-States Building

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 20,000.

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: New all steel Building

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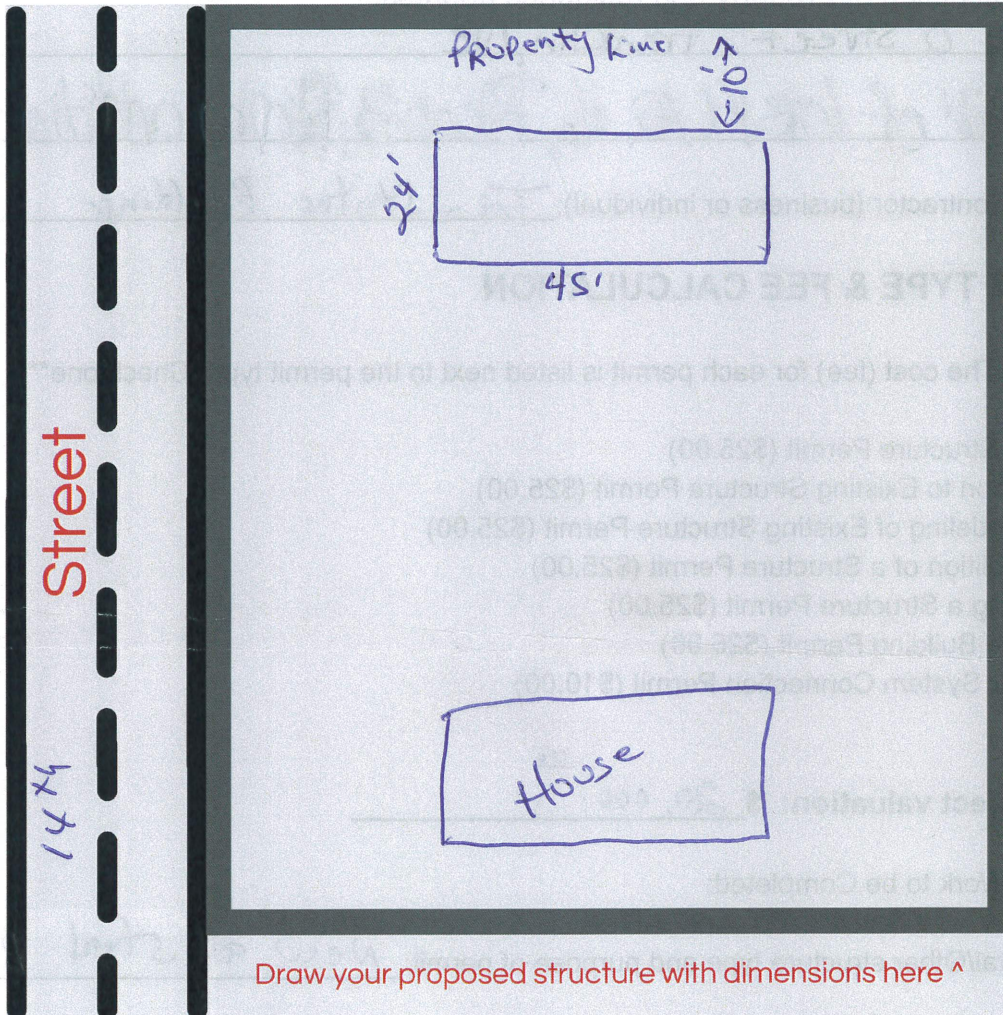


Application for Building Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot.

Commercial storage units ask for regulations.



Continued on Next Page →



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Building Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Janyia Hemdon Date: 4/1/24

OFFICE USE ONLY

Permit# 2024-057

No issues at all and property has been surveyed.
J. Stover

| APPROVED

| DECLINED

Date Approved/Declined: _____

Date of Permit Expiry: _____

If declined, reason for declination: _____

Janyia Hemdon
Zoning Enforcement Officer Signature

City Clerk Signature

PAID CASH - \$2500





CITY OF FRANKLIN

Application for Building Permit

Date of Application: 4-5-24 Phone Number: 308-708-3318

Homeowner Name: Sam-Maddy McKinney Email: SSM04CA@gmail.com

Legal Description of Property and residence address:

914 K St - Private Residence

Name of Contractor (business or individual): OWNER

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 1,200

Describe Work to be Completed: Install Fence

Wood/Metal/Other structure type and purpose of permit: Metal

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+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939

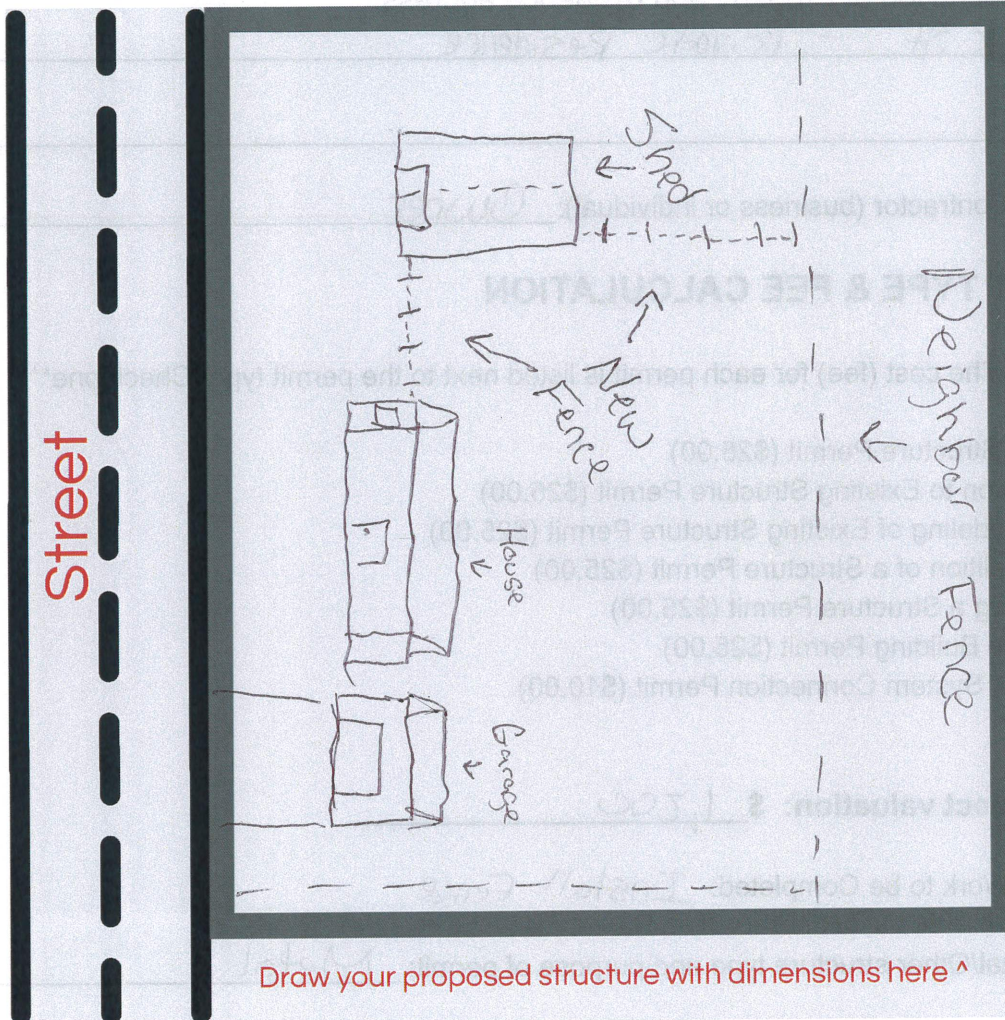




Application for Building Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.



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+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Building Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Sam McKinney Date: 4-5-24

OFFICE USE ONLY

Permit# 2024-08

| APPROVED

| DECLINED

Date Approved/Declined: _____

Date of Permit Expiry: _____

If declined, reason for declination: _____

Zoning Enforcement Officer Signature

City Clerk Signature



ESTIMATE

Revenant Demolition
2205 C Ave
Kearney, NE 68847

revenantdemolition@gmail.com
+1 (402) 366-2960



City of Franklin

Bill to
City of Franklin

Ship to
City of Franklin

Estimate details

Estimate no.: CF031824
Estimate date: 03/18/2024
Expiration date: 04/16/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Equipment Rental 40' Manlift, 306 Mini-Ex, compact track loader and grapple		1	\$5,000.00	\$5,000.00
2.	Haul Off Budgetary number for material haul off		1	\$1,000.00	\$1,000.00
3.	Materials Budgetary number for reinforcement material, extra tools etc		1	\$1,000.00	\$1,000.00
4.	Labor Demolition of condemned addition and fire exit, site cleanup		30	\$75.00	\$2,250.00
5.	Services Travel from Kearney to Franklin		306	\$0.65	\$198.90
6.	Services Additional budget figured for unexpected costs		1	\$1,500.00	\$1,500.00

Total **\$10,948.90**

Note to customer

Thank you for the opportunity to bid! This is a bid not to exceed estimate. I opt to bid this way on projects like this that may have some hidden unknowns. I will only bill for what is done, so if I come in under on my budgetary numbers then that is the number you will see. Upon acceptance of the bid I will provide my COI to you as well as any other documentation you require from me prior to demo. Thank you again!

Expiry date 04/16/2024



PROPOSAL

DATE
10/3/2022

2308 East Hwy 30, Kearney, NE 68847
 ph. 308-338-0010 fax 308-338-9336
 www.callfisher.com



PROPOSALS SUBMITTED TO:
 Franklin City Hall
 619 15th Ave
 Franklin NE 68939

PROJECT	CONTACT	CUSTOMER PHONE
613 Building	Bill	308-425-6295

DESCRIPTION	QUANTITY
<p>*****613 Building*****</p> <p>Remove existing built up roof on entire structure.</p> <p>Provide and install 2 layers roof coverboard.</p> <p>Provide and install new Derbigum XPS roof system.</p> <p>*****15 year warranty upon completion*****</p>	<p>0 *</p> <p>62,500.00+</p> <p>7,200.00+</p> <p>002 69,700.00*</p>
<p>ALL UNFORSEEN SHEETING REPAIRS OR REPLACEMENT WILL BE DONE AT \$265.00 PER SQUARE. ANY ADDITIONAL LAYERS NOT INCLUDED IN THIS ESTIMATE WILL BE REMOVED AND DISPOSED OF AT \$45.00 PER SQUARE.</p>	

We propose hereby to furnish materials and labor complete in accordance with above specifications for the sum of:

SIXTY TWO THOUSAND FIVE HUNDRED AND
 00/100

\$62,500.00

DOWNPAYMENT OF

50%

REMAINDER DUE UPON COMPLETION.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within 30 days unless other arrangements are made. All accounts not paid in full within 30 days are subject to 1.5% monthly (18% annually) finance charges.

Signature _____

Signature _____

Date of Acceptance _____



Raquel Felzien <rfelzien@cityoffranklin.net>

Roof City Hall

Bill Seibert <bill@callfisher.com>

Fri, Apr 5, 2024 at 3:39 PM

To: Raquel Felzien <rfelzien@cityoffranklin.net>

Cc: Margaret Siel <msiel@sielcpa.com>, davidplatt007@gmail.com, Michelle Kahrs <mkahrs@cityoffranklin.net>

Hi Raquel. Sorry, I am on the road and not checking email regularly. I will not be able to get you a new estimate before Monday, but I know we need to add \$7200.00 to the current estimate. I won't be back in my office until Wednesday. But I will be checking emails between now and then. Let me know if you have any more questions.

Bill Seibert

Sent from my iPhone

[Quoted text hidden]

Our Company

Mike Wamsley, Owner and Operator of **The Mid-West Roofing and Sheet Metal Co.** has been actively involved with the marketing and installation of the Duro-Last Roofing, Inc. Complete Roofing System since April of 1988. In the last 35+ years we have been responsible for the installation of over 2,300 Duro-Last roofs across the United States totaling over 4,000,000 square feet of worry free coverage. Since the beginning of our relationship with Duro-Last we have maintained the coveted "Master Roofer" status for consistently installing Duro-Last roofs rated as "outstanding" on final inspection by a Duro-Last Quality Assurance Inspector. Since 1999 we have attained and maintained the status of **Elite Master Contractor** for having never installed a Duro-Last roof that wasn't rated in the higher 90% bracket for quality of installation, an honored distinction which very few contractors ever achieve.

The Mid-West Roofing and Sheet Metal Co. has installed roofs in many, many different towns and cities across the United States, but the next time you are in our home town of Kearney, NE and drive down 2nd Ave. off of I-80, know that the following businesses are enjoying worry free, energy efficient protection under their Duro-Last roofs. If you should decide to let Duro-Last take over all of your roofing worries from now on, you will certainly be in good company...

New Best Western Inn - South
Ramada Inn
Holiday Inn
Red Lobster
Ruby Tuesday's
Gary's I-80
Old Chicago Pizza
Margarita's
Fast Freddie's
The Stagecoach
Perkins
Builders Warehouse
Burger King
Wendy's
Conrads Auto Center
Best Western Inn
Aaron's Rentals
Deterdings Alternatives
HI- V
Jimmy John's
Verizon

AAA Travel
Eagle Windows
Bills Liquor
Qdoba
Walgreens
Good Samaritan Hospital
Kearney Clinic
Century 21 Professional Building
U-Save Pharmacy
New Chipotle Bar and Grill
Verizon
Panera Bread
Ashley Furniture
Essams Decorating Center
Wendy's
Burger King
Applebees
McDonalds
Buffalo Wild wings
Panda Express
Cellular One

We are also well represented on the west side of town with West Pharmaceuticals and The Buckle and on the east side of town with Kearney Towing, the Eastown Complex and Cabela's, and are currently involved in a three year project to re-roof Eaton Corp.. **The Worlds Best Roof** installed by a competent and well seasoned **Elite Master Contractor**. The perfect combination...



Mid-West Roofing & Sheet Metal Co., Inc.

525 Avenue M • Kearney, NE 68847 • (308) 233-4310
mid-westroofing.com

PROPOSAL

Date: April 4, 2024

Proposal Submitted To	Work To Be Performed At
Name: City of Franklin	Marcellus Building
Address: 619 15 th Avenue	Address: 609 15 th Avenue
City: Franklin	City: Franklin St: NE
State: Nebraska 68939	Date of Plans: 4 - 2- 24
Telephone No: (308) 425-6295	Architect: Duro-Last Roofing, Inc.

We hereby propose to furnish materials and perform all the labor necessary for the installation of a complete custom prefabricated roofing system manufactured by Duro-Last Roofing, Inc. on the Marcellus Building in Franklin, Nebraska approximately 7,124 square feet of total coverage, including lap joints and flashings and encapsulating all parapet walls. The 50 mil thickness Duro-Last Roof is to be mechanically fastened to the primary wood deck over a Expanded Polystyrene (ExPS) Insulating board as per the enclosed drawings and specifications. This proposal includes new 26 ga. "Kynar Coat" DX5 commercial Gutters and Downspouts.

All work is to be performed according to the exacting quality control standards set out by Duro-Last Roofing, Inc. A 15 year parts and labor, repair or replacement warranty is in effect. Also, a NDL (No Dollar Limit) Consequential Damages and Products Liability policy on the building and its contents is written by The Aetna Casualty and Surety Co. and The TransAmerica Corp. Final inspection and issuance of the warranty is performed by a Duro-Last Roofing, Inc. Quality Assurance Inspector.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Fourty Eight Thousand Seven Hundred Eighty Four and 40/100 Dollars..... (\$48,784.40) with the payments to be made as follows:

Material Payment (\$39,284.40) on order of roof
Balance (\$ 9,500.00) upon issuance of the warranty

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by Mid-West Roofing and Sheet Metal Co., Inc.

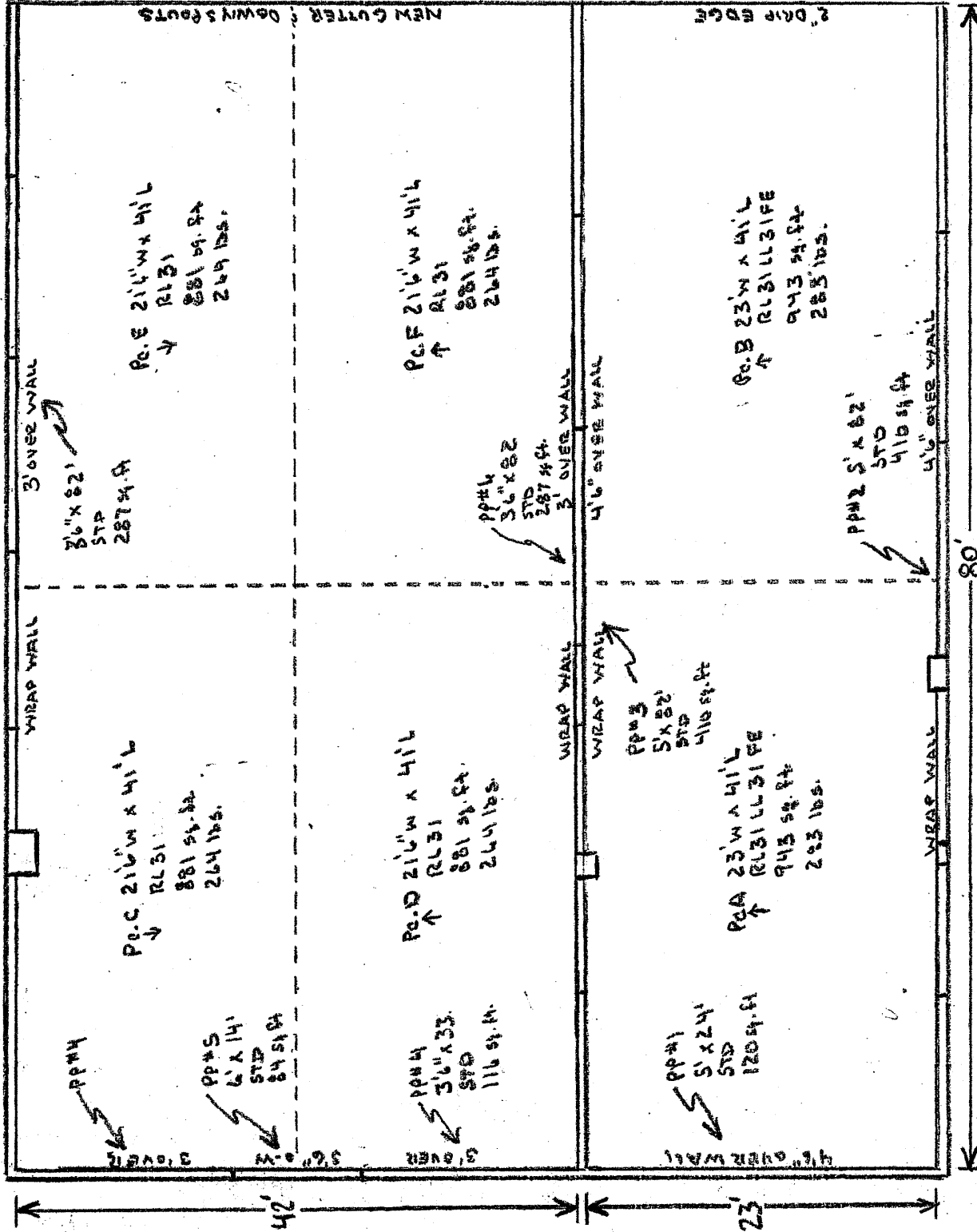
Respectfully Submitted

Accepted

By _____

By _____

Date _____



MID WEST
Roofing
AND SHEET METAL CO., INC.

Mid-West Roofing & Sheet Metal Co., Inc.

525 Avenue M • Kearney, NE 68847

7,124 sq. ft.

Date to Return 4-9-24

Project MARCELLUS BUILDING

Description B.U. P. WOOD DECK

Scale 3/32" = 1'

Drawings are the sole property of
Mid-West Roofing and Sheet Metal Co., Inc

NEW ROOF CONSTRUCTION

Marcellus Building

609 15th Avenue

Franklin, NE

SCOPE:

Provide and furnish all materials, labor, plant and equipment for the successful installation of a complete “Cool Zone” custom pre-fabricated roofing system as manufactured by Duro-Last Roofing, Inc. Saginaw, MI on the Marcellus Building in Franklin, Nebraska, approximately 7,124 square feet of total coverage, including lap joints and flashings and encapsulating all parapet walls. This proposal is all inclusive, including but not limited to the purchase and installation of the Expanded Polystyrene (ExPS) Insulating Recovery Board, purchase and installation of the 50 mil thickness Duro-Last Roofing, Inc. Complete Roofing System (Factory Mutual Hail Resistance Rating UL Class IV Severe), purchase and installation of the 4” Face Edge Detail, purchase and installation of the DX-5 26 ga. “Kynar Coar” gutters and down spouts and all related materials and equipment. All work is to be performed according to the exacting specifications and quality control standards set out by Duro-Last Roofing, Inc. and the drawings and proposals submitted by Mid-West Roofing and Sheet Metal Co., Inc. and as follows:

DESCRIPTION OF EXISTING ROOF CONDITIONS

The existing roofing is made up of a 4 ply asphalt built-up roof over 2” wood fiber insulation on a wood deck. The existing roofing has far outlived its useful life and is experiencing cracking, crazing and delamination over the entire surface. Both sections of roof have a “belly” on the drip edge side where water ponds creating a weight load hazard.

- Prepare surface for the installation of the new roof
 - * remove all loose built-up roofing and properly dispose of
 - * sweep and blow the surface clean of all debris

Installation Procedures

- Install Insulation
 - * after the surface has been properly prepared a single layer of Expanded Polystyrene (ExPS) Insulating Recovery Board will be installed according to the manufacturer’s specifications
 - * the Recovery Board will serve to protect the new roof from any contaminants in the substrate as well as to form a smooth, even surface for the installation of the new roof
 - * extra layers of insulation in the bellies will facilitate proper drainage

Installation Procedures (Con't)

- **Install new Duro-Last Roofing, Inc. Complete Roofing System**
 - * the new roof is to be a complete custom prefabricated roofing system as manufactured by Duro-Last. The Duro-last roof is a custom prefabricated system - the roof is made in the factory to fit the building. As much as 85% of the roofers work is performed in the factory under an ideal factory controlled environment
 - * for this project we will be using Duro-Last's 50 mil thickness membrane which carries an Underwriters Laboratories Hail Resistance Rating of UL Class IV Severe
 - * the Duro-Last Roof is to be mechanically fastened to the primary wood Deck using "Duro-Coat" screw fasteners and stress distribution plates by Duro-Last according to Duro-Last specifications. This will result in a minimum Factory Mutual Systems FM I-90 wind uplift rating (130 mph)
 - * all penetrations are to be flashed and booted with custom prefabricated stacks, curbs and accessories by Duro-last.
 - * all seams are dielectrically heat welded bonding the two surfaces down to it's molecular structure. Seam is actually stronger than the membrane itself
 - * the roof is to be "dried in" at the end of every work day.

- **Encapsulate Parapet Walls**
 - * the parapet walls are to be flashed, wrapped and terminated on the outside perimeter of the building
 - * a 4" Face Drip Edge will provide a wind resistant, water tight, aesthetically pleasing and finished appearance to the outside perimeter

- **Install 2-way roof vents**
 - * the Duro-Last roof is a "vented system". This allows the roof to "breathe", thereby allowing any moisture that would otherwise be trapped in the insulation and substrate to escape the system
 - * roof vents are also instrumental in Duro-Lasts' superior up-lift rating
 - * according to Duro-Last specifications, there will be one roof vent installed per one thousand square feet of roof area

- **Install new gutters and down spouts**
 - * after the edge of the roof has been properly prepared new 24 guage *Kynar Coat DX5* style gutters and downspouts as manufactured by Exceptional Metals will be installed according to the manufacturers specifications
 - * 4" face drip edge and waterstop will serve to channel water properly to the gutters and downspouts

Inspection

- Inspection

- * upon completion of the project, or upon special request by the owner at any time during the project, a meticulous inspection of all aspects of the project will be performed by a Duro-Last, Inc. Corporate Quality Assurance Specialist who will issue the warranty upon a successful inspection.
- * any inconsistencies with Duro-Last specifications are corrected before the issuance of the new warranty

Warranty and Products Liability

- Warranty

- * Duro-Last Roofing, Inc. will furnish to the building owner either a 20 year or a 15 year warranty for water tightness. The contractor/installer is responsible for the first two years of the warranty. The 20 year warranty covers both material and labor for repair or replacement for the first ten years. The second ten years covers materials only. The 15 year warranty covers both material and labor for repair or replacement for the full 15 years. Duro-Last Roofing, Inc. has taken great care into providing the most comprehensive warranties in the roofing industry. If the customer carefully inspects the competitors warranty, he will find many exclusions which are not to be found on the Duro-Last warranty.

- Products Liability

- * Every Duro-Last warranty is backed up by \$12,000,000.00 worth of Products Liability coverage. The limits of the Duro-Last Roofing, Inc. Commercial Products Liability coverage are \$3,000,000.00 on the primary general policy written by the TransAmerica Corporation and a \$9,000,000.00 umbrella policy written by the Aetna Casualty and Surety Company. The comprehensive General Liability policy, including the umbrella, provides insurance protection for condominiums, commercial, private and public buildings.
- * Products Liability coverage applies to any property damage or bodily injury occurring during the warranty period which may result due to any failure of the roofing product, including but not limited to the loss of use of the building or loss of any potential profits
- * Products Liability will not replace the roofing product, but will protect against subsequent bodily injury or property damage to the building and its contents due to product failure or defects up to the \$12,000,000.00 limit.

The "World's Best Roof" installed by a competent and well seasoned Elite Master Contractor. The perfect combination...



Mid-West Roofing & Sheet Metal Co., Inc.

525 Avenue M • Kearney, NE 68847 • (308) 233-4310
mid-westroofing.com

Material Prepayment Policy

The Duro-Last Roofing, Inc. Complete Roofing System is a custom pre-fabricated roofing system. The roof is actually manufactured in the factory to fit exactly the building for which it is intended, thereby eliminating waste and speeding up the installation process. The customer is not buying roll goods which are fabricated at the job site and subject to many variables. 80% to 85% of the critical seaming and transition points (from horizontal to vertical) is performed under a strict, factory controlled environment, which allows complete quality control from start to finish. Each and every roof that leaves one of Duro-Lasts' six manufacturing facilities must pass seventeen inspection stations before the roof ever leaves the factory. This is just one aspect of the Duro-Last Roof which totally sets it apart from competitors, and one of the reasons why Duro-Last can offer such outstanding warranty protection.

The downside of this is that the individual roof you order will not fit anywhere else. For this reason we ask that our customers prepay all materials going into their new roof. We will cover labor and incidentals until the final inspection by a Duro-Last Quality Assurance Inspector and issuance of the warranty.

Our entire philosophy is geared toward eternal peace of mind for the building owner. We want you to forget that you even have a roof, except when you are enjoying the increased comfort level of your environment while realizing your energy savings..... We hope that this simple solution will give you the confidence that you are, indeed, getting "The World's Best Roof" installed by a competent and well seasoned Elite Master Contractor.



Andy Grube 308-470-0998
1702 M Street Franklin, Nebraska 68939

Finish Line Construction

Estimate

For: City Of Franklin
619 15th Ave Franklin, Ne 68939

Number: EST0008
Date: Mar 26, 2024

Description	Quantity	Unit price	Amount
Steps 15-20 Shingle Replacement for West Park Shelter	1	\$5,570.32	\$5,570.32
Step 23-29 Shingle replacement for old museum	1	\$6,796.38	\$6,796.38
Step 30 Paint wood sides of musuem addition (if extra metal work is not done)	1	\$256.49	\$256.49
Steps 32-34 Elastomeric coating on 19th & L pump house	1	\$598.49	\$598.49
Steps 35-46 Roof replacement on city shop	1	\$24,888.04	\$24,888.04
Steps 47-51 Garage door, paint storm windows and reglaze on city shop	1	\$5,080.12	\$5,080.12
Steps 52-58 Tin roof replacement on equipment storage	1	\$36,166.54	\$36,166.54
Step 59 Gutter replacement on equipment storage	1	\$2,265.24	\$2,265.24
Steps 60-71 Roof replacement on library	1	\$17,286.51	\$17,286.51
Steps 74-76 Siding replacement on Library	1	\$3,948.00	\$3,948.00
Steps 77-88 Pool bath house shingle replacement	1	\$2,768.23	\$2,768.23
Step 89 Tin replacement on pool flat roof	1	\$1,062.38	\$1,062.38

Description	Quantity	Unit price	Amount
Step 90-95 Paint and shingle pool shade benches	1	\$680.48	\$680.48
Steps 100-107 Shingle and fascia replacement on restrooms by the pool	1	\$1,819.41	\$1,819.41
Steps 108-115 Roof replacement on ball field concession stand	1	\$3,927.51	\$3,927.51
Steps 119-125 Replace roof on 15th & N Pump house	1	\$1,258.69	\$1,258.69
Steps 126-132 Roof replacement at South Park restroom	1	\$1,173.63	\$1,173.63
Steps 145-151 Roof replacement at 19th and I shed	1	\$984.46	\$984.46
Step 159 Paint shed at 19th and I shed	1	\$256.49	\$256.49
Step 152-1508 Replace roof on lagoon shed	1	\$1,154.24	\$1,154.24
Step 160 Paint lagoon shed	1	\$256.49	\$256.49

Subtotal: \$118,198.14

Total \$118,198.14



Andy Grube 308-470-0998
1702 M Street Franklin, Nebraska 68939

Finish Line Construction

Estimate

For: City Of Franklin
619 15th Ave Franklin, Ne 68939

Number: EST0009
Date: Mar 26, 2024

Description	Quantity	Unit price	Amount
Fascia Installation of aluminum fascia on west park shelter	1	\$705.00	\$705.00
Fascia & Siding Installation of aluminum fascia, installation of heavy grade vinyl siding, metal wrap garage door and install jamb seal on old music	1	\$1,967.00	\$1,967.00
Fascia & Siding Installation of aluminum fascia, installation, installation of eave soffit and insulation of heavy grade vinyl siding on Hwy 10 & K Rd pump house	1	\$2,475.00	\$2,475.00
Paint Replace rotten boards and paint gable end vents on library	1	\$300.00	\$300.00
Ice & Water Install ice&water shield on entire roof of city shop	1	\$2,500.00	\$2,500.00
Fascia Install aluminum fascia on ball park concessions	1	\$900.00	\$900.00
Fascia Install fascia at 15th and N pump house	1	\$420.00	\$420.00
Fascia Install fascia at South Park restroom	1	\$423.75	\$423.75
Fascia Install fascia at 19th and I shed	1	\$405.00	\$405.00
Fascia & Siding Installation of aluminum fascia, installation of heavy grade vinyl siding on lagoon pump house	1	\$1,873.50	\$1,873.50

Subtotal: \$11,969.25

Total \$11,969.25

Report for:

Larry Karschner
Integrity Home Inspection & Testing, LLC
8 Redwood Drive
Kearney, NE 68845

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: 613 & 615 15th Avenue; Asbestos Survey
EML ID: 3594059

Approved by:



Approved Signatory
Balu Krishnan

Dates of Analysis:
Asbestos PLM: 04-02-2024

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200844-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: Integrity Home Inspection & Testing, LLC
 C/O: Larry Karschner
 Re: 613 & 615 15th Avenue; Asbestos Survey

Date of Sampling: 04-01-2024
 Date of Receipt: 04-02-2024
 Date of Report: 04-02-2024

ASBESTOS PLM REPORT

Total Samples Submitted: 5
Total Samples Analyzed: 5
Total Samples with Layer Asbestos Content > 1%: 0

Location: 1, Paint & Tar on Brick

Lab ID-Version‡: 17574860-1

Sample Layers	Asbestos Content
Black Tar	ND
Silver Paint	ND
Sample Composite Homogeneity:	Good

Location: 2, Roof Tar and Paint

Lab ID-Version‡: 17574861-1

Sample Layers	Asbestos Content
Black Tar	ND
Silver Paint	ND
Sample Composite Homogeneity:	Good

Location: 3, Roof Core

Lab ID-Version‡: 17574862-1

Sample Layers	Asbestos Content
Silver Paint	ND
Black Tar	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	25% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 4, Brick Skim Coat

Lab ID-Version‡: 17574863-1

Sample Layers	Asbestos Content
Gray Plaster	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Integrity Home Inspection & Testing, LLC
 C/O: Larry Karschner
 Re: 613 & 615 15th Avenue; Asbestos Survey

Date of Sampling: 04-01-2024
 Date of Receipt: 04-02-2024
 Date of Report: 04-02-2024

ASBESTOS PLM REPORT

Location: 5, Window Glazing

Lab ID-Version‡: 17574864-1

Sample Layers	Asbestos Content
Tan Window Glazing	ND
Composite Non-Asbestos Content:	2% Wollastonite
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".



**Integrity Home
Inspection &
Testing LLC**

OWNED AND OPERATED
BY MILITARY VETERANS

Larry G. Karschner
Phone : 308-627-5471

8 Redwood Drive
Kearney, NE 68845

Home Inspection
Radon Testing - Mold Testing
Asbestos Testing- Thermal Imaging

kearneyhomeinspections@gmail.com
www.kearneyhomeinspections.com

Find us on Facebook!

Josh J. Methe
Phone : 308-627-9812

Raquel Felzien
City Clerk
Franklin, NE 68939

April 2, 2024

Property: The west building at 613 & 615 15th Avenue.

Raquel,

As per your request the above property was inspected on April 1, 2024, for Asbestos Containing Building Material (ACBM). The purpose of the inspection was to identify the ACBM prior to the demolition of the building. Of the five (5) samples collected, all samples tested negative for asbestos.

To the best of my ability and training all visible suspected ACBM was located during the initial inspection. If during the demolition, suspected ACBM which was not visible during the initial inspection becomes exposed, it is my directive that the demolition “stops”, and the material contained in place until further inspection is conducted.

This letter is the asbestos clearance inspection letter for the above property.

Thank you,

Larry G. Karschner
Integrity Home Inspection & Testing, LLC

Inspector/Asbestos Management Planner License No. 892

Cc: Doug Gillespe, Health Program Manager II, Nebraska Dept. of Health & Human Services



www.fiddelkehvac.com
308-234-2141

Number FIDQ7233
Date Apr 5, 2024

TO	JOB INFORMATION
----	-----------------

CITY OF FRANKLIN
DAVID PLATT

CITY APARTMENTS - 8

Phone 308-470-0567
Mobile
Email DPLATT@CORNERSTON

Salesperson	Terms	Quote Expiration
John	Net 15	4/20/2024

We hereby submit specifications and estimates for:

Qty	Description	Amount
-----	-------------	--------

LABOR AND MATERIALS TO INSTALL AIR HANDLER AND AIR CONDITIONER (ALL ELECTRIC) FOR 8 UNITS. RECOMMEND UNITS BE MOUNTED ON PLATFORMS IN DROP CEILING.

- 8 TRANE SERIES 4 SINGLE SPEED AIR HANDLER
- 8 TRANE - TEM SERIES HEATERS WITH 10 KW HEAT AND CIRCUIT BREAKER
- 4 TRANE XR13 - 2 TON UP TO 13.8 SEER2 HIGH EFFICIENT SINGLE STAGE AIR CONDITIONER WITH 410A FREON
- 4 TRANE XR13 - 1 1/2 TON UP TO 13.8 SEER2 HIGH EFFICIENT SINGLE STAGE AIR CONDITIONER WITH 410A FREON WARRANTY- 10 YEARS PARTS AND 1 YEAR LABOR (10 YEARS COMPRESSOR)

- 8 T701 NON PROGRAMMABLE THERMOSTAT WITH 4 INCH SCREEN

*INCLUDES BATH FAN VENTS IN EACH UNIT
WIRING EXHAUST FAN BY YOUR ELECTRICIAN
EXHAUST FAN PROVIDED BY OTHERS*

INCLUDES DRYER VENT IN EACH UNIT

WIRING BY YOUR ELECTRICIAN

SALES TAX IS NOT INCLUDED: IF PROPOSAL IS ACCEPTED, NEBRASKA SALES TAX FORMS 17 AND 13 ARE DUE PRIOR TO EQUIPMENT BEING ORDERED.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written order, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Fiddelke HVAC Inc is insured and workers covered by Worker's Compensation Insurance.

Total
\$85,050.00

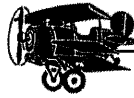
Payment Options

Financing is available with approved credit to eligible buyers on qualifying equipment. You can apply on financing page @ www.fiddelkehvac.com or apply in person at our office. Notice of Right to Cancel: You may cancel Financing without penalty within three business days. We also accept Visa, Mastercard and Discover Credit Cards,

Acceptance

If proposal is accepted, please sign and return one copy to the office.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Date of Acceptance: _____ **Signature:** _____



Chris Lecher
Superintendent

Christie Stratman
Secondary Principal

Shelley Kahrs
Elementary Principal

April 8, 2024

To Whom It May Concern:

I am writing to express my full support for Franklin's pursuit of a grant to address the pressing issue of workforce housing in our community. As one of the major employers in Franklin, I had the privilege of participating in a recent discussion facilitated by the City and led by the South Central Economic Development District leaders. The dialogue provided invaluable insights into the challenges faced by our city and the urgent need for solutions.

Our community's lack of quality housing and rentals poses a significant obstacle, particularly for new teachers seeking accommodation in the area. Many properties need improvement to enhance the standard of living for individuals relocating to Franklin. Moreover, revitalizing abandoned properties is crucial to uplift the overall quality of life for residents and attract new businesses and citizens to our community.

Securing the proposed grant would catalyze positive change and bolster Franklin's efforts to enhance its infrastructure and promote economic growth. By addressing the housing shortage, we can foster an environment conducive to attracting and retaining talented professionals, such as teachers, who play a vital role in shaping our community's future.

Please consider Franklin, a strong candidate for funding to support our community's retention and growth.

Sincerely,

Shelley Kahrs, Elementary Principal
Franklin Public Schools

1001 M St, Franklin, NE 68939
308-425-6283 (phone) 308-425-6553 (fax)
www.fpsflyers.org

"Success through the Flyer Way happens at FPS EVERY DAY"

March 6, 2024

Nebraska Affordable Housing Trust Fund

To Whom It May Concern:

Affordable workforce housing is an important need in the City of Franklin. Most small rural communities are faced with economic challenges with little to no labor pool for local businesses to draw from due to the lack of housing.

Many of our senior citizens would like to downsize but, there are no available homes or apartments for them to downsize to. Leaving a very tight housing market. There is not enough housing available in our community. Our younger generation would like to start a life of their own with an apartment or a small single-family home, unfortunately many leave our area due to the lack of available housing never to return.

The problems of attracting and retaining skilled workers is growing. When businesses in our community create jobs there isn't sufficient housing for new workers, it is likely those employers will have a very difficult time bringing and retaining workers.

Ensuring your employees can live in the communities where they work helps contribute to the vitality and viability of the community. When people live and work in their community, they shop at local businesses, participate in local community organizations and activities, and send their children to local schools. This can benefit the entire community.

The attraction of workers has become a key challenge for us not only in open positions but, also in succession planning. As our older workers leave for retirement their job responsibilities are absorbed by exiting staff members due to the lack of available workers. This puts an added burden on our existing staff, which then impacts our ability to retain workers.

The shortage of affordable workforce housing in the City of Franklin impacts the sustainability of all local businesses. If Franklin County is to thrive, rural communities require affordable housing for its workforce.

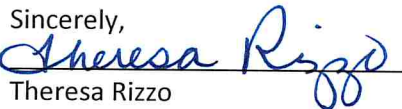
As a primary employer to the community of Franklin and the surrounding areas, Franklin County Memorial Hospital realizes just how important it is to our community to have affordable workforce housing to be able to continue providing health care in our community.

Franklin County Memorial Hospital is needed by all age groups and all economic levels within and around the City of Franklin. To have access to primary and emergency care is for our community, sometimes a matter of life or death. Without the appropriate housing recruiting skilled labor is extremely difficult.

Franklin County Memorial Hospital has a vested interest in the City of Franklin receiving grant funding to support and maintain affordable workforce housing. This will provide a larger labor pool to draw from. In addition, to our local workforce, FCMH relies on Locums from larger towns, these Providers must be within 30 minutes of the facility. With no available housing to rent makes this extremely difficult. Once again, impacting our ability to recruit and maintain the appropriate levels of staff.

We would be excited to support this program.

Sincerely,



Theresa Rizzo

Chief Executive Officer

Franklin County Memorial Hospital

1406 Q Street

Franklin, Nebraska 68939

trizzo@fcmh.biz or 308-425-6701



2024 NAHTF Match Commitment
City of Franklin

City of Franklin is committing \$375,000 (three hundred and seventy-five thousand dollars) **cash** match to support the 2024 NAHTF application titled City of Franklin – Rental Conversion Marcellus Building which is requesting \$821,800 in Nebraska Affordable Housing Trust Funds. We, the applicant, understand this is cash match that will be made available for use on the project within 30 days of receiving a Notice of Award letter from the Department of Economic Development. Cash match will only be committed to activities being funded by NAHTF.

The source for this cash match is: City of Franklin, General Reserve Fund.

If awarded, the amount of the cash match will be put into a designated project fund owned by the applicant within 30 days of receiving a Notice of Award letter. These designated match funds will be used by the applicant organization to pay for match funded activities as described in the NAHTF budget submitted within the application. The cash match may not be a loan or repaid to applicant or another organization and must remain in the NAHTF funded project for the duration of the contract period.

We, the applicant for this NAHTF project recognize that only project related costs incurred by City of Franklin are eligible as cash match. Per the requirements of the 2024 NAHTF Application, City of Franklin recognizes that cash match points are not eligible for general administration, housing administration, lead-based paint testing and/or other project related soft costs and match in those categories will not be included in the contract.

Additionally, all cash match must be incurred by and expended by City of Franklin during the contract period (after Release of Funds) in proportion to the amount of NAHTF project costs drawn per line item in the contract budget, and will be documented in payment requests.

By signing this cash match document, the applicant organization is certifying that if awarded, the applicant organization will provide the cash match amount listed as financial support to the project regardless if the source of the match listed above changes. The applicant organization may choose to rescind award due to loss of match.

The signature below is the authorized individual for the **applicant** organization.

Printed Name: Margaret Siel

Signature: _____
Signature of Authorized Individual for Applicant Organization

Title: Mayor, City of Franklin

Date: 4/9/2024

Important Note: Any changes to the wording or intent of this document may result in receiving zero (0) points for the match commitment.

24NAHTF City of Franklin RH Conversion Rental Program Guidelines

A. Application Review Process:

The City of Franklin will actively promote apartment openings on their website and social media channels, in addition to posting in the local newspaper as available. Prospective applicants may view the *Tenant Selection Policy* and *Application for Occupancy* on the City of Franklin's website, with printed copies readily available at the City of Franklin office as an alternative to online submission. These documents detail the requirements for applicant eligibility, as well as the required income verification process for NAHTF subsidized units. This policy has been reviewed by the City Attorney and City of Franklin Council Members.

Prospective applicants needing a computer will be directed to the Franklin Public Library to complete their application online or may provide their application in paper through the mail. In-person applications will also be accepted at the City of Franklin office. The City, as Owner/Property Manager, will accept completed applications and will time and date stamped upon receipt, with mailed applications time stamped as 5pm for the postmarked date.

The maximum tenant household income for an income qualified unit shall not exceed 120% Area Median Income (AMI) as defined by HUD for Franklin County, Nebraska. The prospective applicant and any co-applicants are required to provide their employer(s) name, address, phone number, estimated income, and length of employment. Other income such as: commissions, tips, business income, social security, child support / alimony, disability benefits, pensions, 401k annual income, bank interest, income from assets, and other income sources, are also required to be reported. The applicant's annual salary will be determined by the sum of all sources. In addition, the asset section requires bank account information and balances, financial institution names and addresses, stocks, bonds, IRAs, 401K or other retirement accounts, life insurance policies etc. Three credit references are required with the lending institution, address, and account number.

South-Central Economic Development District, Inc. (SCEDD), will work with the City for initial tenant income qualification during the contract period. Annual income reverification and new tenants' income verification in subsequent years will be completed by the Owner, with the option to hire SCEDD to continue to oversee the income eligibility process.

Selections for the Market Rate designated unit will require the same application requirements and income verification submission, with placement made on a first come first serve basis upon receipt of a completed application.

Applicants must meet all eligibility criteria as defined in the *Tenant Selection Process*. Applicant eligibility criteria includes: ineligibility of dangerous sex offenders, meeting income-eligibility requirements defined as household income at or below 120% AMI, legal capacity to enter into a lease agreement, history of compliance with past rental agreements if applicable, not be engaged in or convicted of an illegal act including being a current user, manufacturer, or distributor of a controlled substance, have the ability to maintain a housing unit in a safe, sanitary

and decent condition; tenancy must not constitute a direct threat to the health and safety of others or the property; must have a good credit history and demonstrate willingness to pay debts; must have the financial capacity to meet the basic living expenses and pay required rents; must have good landlord/good housekeeping references if applicable; must agree to allow reference checks with previous landlords, criminal background checks, credit reporting checks, and other agencies required to process the application; must meet the occupancy standard for a 1-bedroom unit defined as a maximum of 2 persons.

Only completed applications with required income verification documents provided in full, will be processed for eligibility. All applications will be processed using the same procedures. Applications will be time and date stamped by the email, postmarked the date by 5pm of that date received by mail, or time and date stamped if accepted in person. Priority will be given to applications provided in full, requiring no additional requests of the applicant. All completed applications will be reviewed by the designated City staff member(s) in the order of submission regardless of delivery method, using the same procedures, in partnership with SCEDD to oversee the process.

B. Maximum Per Unit Subsidy:

The project will have (4) two-bedroom and (4) one-bedroom units with 6 units being income qualified, and 2 units being market rate. Nebraska Affordable Housing Trust Fund (NAHTF) financial assistance will not exceed the maximum NAHTF per unit 2023 subsidy of \$198,331.20 for the one-bedroom unit, and \$241,176.00 for the two-bedroom units. Subsidy limits used are the HUD Home subsidy limits found at <https://opportunity.nebraska.gov/programs/housing/nahtf/>.

C. Income Eligibility:

Units will remain affordable to assist households whose income is at or below 120% in the six NAHTF eligible units. For Franklin County, the 2023 1-person 120% limit is \$69,960, 2-persons is \$879,920, 3-persons is \$89,880, and 4-persons is \$99,840. Current Income Limits are found at <https://opportunity.nebraska.gov/programs/housing/nahtf/>.

D. Rent Limits:

During the period of affordability, the Rent limits will not exceed the 65% HUD Home rent limits for Franklin County of \$1,196 for a 1-bedroom and \$1,373 for a 2-bedroom unit, according to 2023 Home Program Rents, U.S. Department of HUD. The rates were determined as appropriate to meet the workforce needs up to 120% AMI due to the critical shortage of housing and lower AMI apartments already offered in the community. The Owner will pay for utilities, water, trash service, internet Wi-Fi, and provide landscaping services and snow removal. The rate guidance is found at the following link on the NDED website: <https://opportunity.nebraska.gov/programs/housing/nahtf/>. These can also be located at the HUD exchange website <https://www.huduser.gov/portal/datasets/fmr.html>.

E. Relocation: Relocation of individuals for this rental rehabilitation conversion project is not applicable as housing units do not currently exist.

F. Enforcement of Rent and Income Limit:

The Owner covenants, guarantees, commits, and promises that they will enforce Rent and Income Limits, property standards, and all other NAHTF requirements (hereinafter collectively referred to as the "Requirements") during the Affordability Period which shall not be less than ten years beginning from and after the date when NDED has received notice that ALL units are verified as occupied.

NAHTF- assisted "affordable" units will serve households with incomes at or below 120% AMI. For purposes of determining eligibility, the Resident agrees to submit, within thirty (30) days after a request from the City/owner, a signed, complete, true, and accurate statements reflecting the Resident's total household income, employments, and composition. Resident further agrees to execute documents authorizing release of such information from third parties, pursuant to requirements of State and/or Federal law. The City Attorney will aid in reviewing all documents to guarantee compliance with state and/or federal laws.

SCEDD, as grant housing manager, will be responsible for initial tenant income qualification in cooperation with the Owner during the initial contract period. The City as Owner will have oversight over the property and ensure all income qualification requirements are followed in subsequent years or have the option to hire SCEDD to provide these services through the duration of the ten year affordability period. The City of Franklin will re-evaluate all tenants through an annual income verification process. SCEDD will review records annually, at a minimum, to ensure the correct number of income qualified units are maintained through the contract period.

G. Affordability Period:

During the Affordability Period of 10 years, the enforcement of rent and income limits and the Requirements shall be assured through a Deed of Trust prepared by the City of Franklin's attorney. This legal document will identify the property's NAHTF- assisted "affordable" units are to remain affordable for at least 10 years, as defined by the NAHTF Rent Limits, and that 6 units will be rented to persons at or below 120% of the Area Median Income (AMI). Household income limits for NAHTF-assisted units are found on the NDED website: <https://opportunity.nebraska.gov/programs/housing/nahtf/>. The remaining 2 units will be market-rate, as defined by the Requirements.

A Restrictive Covenant will also be instituted to bind the NAHTF requirements stipulating the 6 NAHTF-assisted "affordable" units must not exceed the established HUD rental limits. The provisions of the Restrictive Covenant will apply to the current and future owners, their successors, assigns, legal representatives, and heirs for the duration of the affordability period.

H. Assistance Types & Terms:

The City of Franklin is self-funding all rehabilitation costs as the applicant, Owner, and future Property Manager of the rental conversion project through City reserved funds.

I. Affirmative Marketing Procedures:

SCEDD will assist the City of Franklin as Owner with initial marketing to prospective tenants. Affirmative marketing procedures include but are not limited to marketing to local and regional residents, tenants of public housing, families assisted by public housing agencies, and households identified to be potentially eligible but least likely to apply. Information will be made available at the

Franklin County Courthouse, the city office, and will be placed in the local newspaper as well as social media posts by the City of Franklin.

J. Nebraska Fair Housing Act:

This project will comply with the Nebraska Fair Housing Act and will not discriminate in any way on the basis of race, color, national origin, religion, sex, familial status, or handicap as described and as applicable in Section 804 (42 U.S.C 3604). The Owner will comply with all aspects of the Fair Housing Act by conducting an annual evaluation of policies and procedures in advertising, application process, tenant selection process, and ongoing property management procedures to ensure compliance with the Fair Housing Act and any potential future changes in the law. All advertising will be designed to be compliant through the utilization of resources from the Nebraska Equal Opportunity Commission (NEOC). Potential applicants will be provided information on fair housing when they inquire about housing, complete an application, receive a determination of eligibility, and again when they sign an apartment lease. Information regarding fair housing will be posted in a prominent location within the apartment along with contact information of the City of Franklin fair housing representative, NEOC, and Regional HUD Office. The Nebraska Fair Housing Act prohibits the Owner from discrimination regardless of race, color, religion, national origin, age, sex, marital status, or physical or mental disability.

The following statement as an Active Supporter of Fair Housing, will be affirmed by the City Council: *The City of Franklin attests the Nebraska Affordable Housing Trust Fund program for the Marcellus Building will comply with the Nebraska Fair Housing Act. Further, the City supports Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, disability, or familial status, and sets forth enforcement of mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and allows U.S. Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts. The City furthermore supports the elimination of unlawful discriminatory practices within the City of Franklin.*

If you feel you have been a victim of housing discrimination, please contact the City's Fair Housing Representative – Raquel Felzien, City Clerk, phone 308.425.6295, email [Raquel Felzien info@cityoffranklin.net](mailto:Raquel.Felzien@cityoffranklin.net).

K. Property Standards:

The apartment project is a rental conversion designed to exceed the minimum rehabilitation standards relating to structural standards, basic equipment, and facilities standards; light, ventilation, and heating standards; space, use and location requirements; fences, and premises standards where feasible. The City of Franklin will work with the project architect and local building code officials to ensure the overall project complies with all applicable building codes and ensure if exemptions are needed, they will not compromise the overall health and safety of the building's occupants.

L. Radon Mitigation Policy:

The radon level will be measured by environmental services in cooperation with Two Rivers Public Health Department, prior to completion of the project. A passive-active radon mitigation system will be installed if recommended for the safety of the Tenants. In which case, SCEDD will work with the

Owner to establish education, as needed, through an annual posting of radon testing in place, sent in tenant email communications along with other important updates, and through the RentWise education program. If the system is installed, Owner's maintenance staff will add the passive radon mitigation system monitors to the annual inspection inside the apartment units and review the remote monitor system weekly. Elevated levels of radon reported will result in notification to the Franklin County Health Services and immediate remediation or mitigation measures undertaken as required. If a passive-active radon mitigation system is not recommended for installation, a test kit shall be provided to the tenant upon request, with education as outlined above, followed.

M. Annual Rent Review and Utilities Allowance:

Annual income certifications of NAHTF apartment tenant incomes will be conducted each year by the Owner. SCEDD Grant Management will assist with initial income review certifications. The annual rent review will be conducted at the end of the first annual lease and then on an annual basis by the Owner. The current HOME Program 65% Rent Limit will be utilized to calculate the net monthly rent per unit. Owner paid utilities will include all electrical expenses, with the apartment furnishing water, sewer, and trash services, internet Wi-Fi, as well as landscaping services and snow removal.

N. Tenant Selection Policy: See attachment of the Owner - *Tenant Selection Policy*.

Tenant selection will be made on a first come, first served basis from completed applicant(s) for all units. The maximum tenant household income for an income qualified unit is 120% Area Median Income (AMI) as defined by HUD for Franklin County, Nebraska. Selections for the Market Rate designated unit must also complete the same application package to include the income verification requirements.

Applicants determined eligible will be informed in writing by email that they have been selected for immediate occupancy or that their name has been placed on the project's waiting list for the size of unit for which they are eligible. The name of each applicant will be placed on the respective waiting list in chronological order by date and time. If the applicant is offered an apartment, a deposit of the first month's rent must be paid within 72 hours and is required to hold the unit or their name will be removed from the waiting list, unless extenuating circumstances exist. Upon notification of an apartment offered, the applicant will have 10 days to complete the online RentWise training course <https://www.rentwise.org/> and provide the completion certificate through email to the Owner. An in-person option may be available but is subject to course demand and instructor availability. Failure to complete the course by the deadline will forfeit their reserved housing unit.

Applicants not meeting the project's eligibility policies will be informed in writing by email, within 15 days of their application that they were not considered eligible. The correspondence will include the reasons for the denial and advise them of their right to appeal the decision under the "Tenant Grievance and Appeal" procedure.

O. Tenant Rules and Regulations: See attachment of the Owner – *Tenant Rules and Regulations*.

P. Proposed Lease Agreement: See attachment of the Owner - *Applicant Lease Agreement*. The agreement does not contain any prohibited provisions either explicitly or implied.

Q. Project lease purchase program with Transition Plan: This project does not have a lease purchase program, *Not Applicable*.

R. Tenant Education:

Tenant Education is a requirement for all approved tenants. This project will use Nebraska RentWise or other Department approved equivalent through the affordability period. SCEDD will work with the City during the contract period to provide information to applicants on the required training. Applicants will be required to provide proof of completed training to the Owner by the specified deadline. Nebraska RentWise takes an active-learning approach and stresses tenant responsibility and is readily available through an online portal. If an applicant should need an in-person course option, the Owner and SCEDD will use established RentWise certified trainers to provide this option, contingent upon schedule and facilitator availability. SCEDD will have a certified RentWise trainer on staff as of May 2024. This education program's modules include: communication with landlords and neighbors; managing your money; find a place to call home; getting through the rental process; taking care of your home; and when you move out – preparations to leave and transition to other rentals or home ownership.

Fair Housing education will also be provided for tenants to understand Nebraska's Fair Housing Law and their rights as renters, on an annual basis.

S. Washer and Dryer Requirement: Each apartment unit will have its own washer and dryer.

T. Process of Amending Guidelines:

Any revisions made to these program guidelines must be approved by the City of Franklin, then SCEDD, and submitted for approval of amendment to the Nebraska Department of Economic Development.

U. Grievance Procedures:

The Grievance and Appeal Procedure is as follows: an applicant that has been denied placement should first try to resolve the issue with the Property Manager. If an applicant thinks they have been treated unfairly during any part of the process or discriminated against regarding application selection, the applicant can appeal to the City of Franklin, City Council for further consideration. All grievances (complaints) or appeals must be received by the Owner or City of Franklin in writing within 20 (twenty) days of the date of Non-Selection. The City of Franklin Council will consider the grievance at its next regularly scheduled meeting. The City Council's decision will be submitted in writing to the applicant within 7 (seven) days of the Council meeting. The applicant may appeal against the decision of the City of Franklin Council by submitting an appeal within 14 (fourteen) days of the date of the Council's decision letter. The appeal will be reviewed by a third-party reviewer of a representative from South Central Economic Development District, serving as NAHTF grant administrator, and/or a third-party entity secured through the small-purchase procurement process, with the third-party reviewer providing their decision, in writing, to the applicant and the City of Franklin Council. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development as the final party to address the grievance.

V. Conflict of Interest:

Conflict of Interest policy of DED Applicant/Recipient organization. No member of the governing body, official employee, agent, or member of their immediate family of the City of Franklin who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the housing rental program shall directly or indirectly benefit from this program. The Nebraska Department of Economic Development (NEDED) may grant written exception. This prohibition shall continue for one year after an individual’s relationship with the City of Franklin ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted in the program. Enclosed with the tenant’s application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any housing grant related issues.

These Rental Program Guidelines, and subsequent Appendix items, are hereby approved by action of the City of Franklin City Council through Agenda Item _____ passed and approved _____.
[Presented for approval pending award of the NAHTF grant]

Mayor, City of Franklin

Date

Attorney, City of Franklin

Date

APPENDIX: Rental Program Guideline Documents

24NAHTF City of Franklin – Marcellus Apartments

Proposed Lease Agreement

Tenant Selection Policy

Tenant Rules & Regulations

Statement for Governing Net Cash Flow

Statement for Governing Reserves – for Operating and Replacement Reserves

Rental Program Guidelines Checklist for Project # 2024 NAHTF City of Franklin RH Conversion

Instructions: Program Guidelines will include all items below. Indicate where each is found in the program guidelines by listing both section and page # on the checklist. Depending on the project, DED may request additional items be included in the project's program guidelines before approval. **Title page must include Applicant Name, Award # (if awarded) and Date.**

The following requirements are addressed in the Program Guidelines	Section	NA	Page
a) Application Review Process – Describe process for taking in and reviewing applications and if there is a Priority Ranking System used for selection. If using ranking system, guidelines must describe system and it may not include discriminatory criteria.	A		1
b) Maximum Per Unit Subsidy – NAHTF financial assistance for new construction and conversion projects will not exceed the maximum NAHTF per unit subsidy adjusted for number of bedrooms. HUD HOME subsidy limits are used and can be found on the DED website (NAHTF webpage). Rehabilitation projects will state the amount of NAHTF-assisted Rehabilitation allowed per unit. (2024 - \$40,000).	B		2
c) Income Eligibility – Units remaining affordable must be limited to households at or below 120% of the AMI or as prescribed in an awarded DED contract. Income certification must be completed prior to and within 6 months of move in date. Recipients shall use guidance of 24 CFR Part 5.609 for determining annual gross income.	C		2
d) Rent Limits - Using the HUD Home Rent Limit table found on DED NAHTF web page; rents should be no more than the 65% rent limit established by HUD for the area project is located in. The HUD table assumes landlord/owner is paying utilities; therefore, the total of rent plus tenant paid utilities must fall within the 65% limit on the table. However, if the Fair Market Rent limit shown on the HUD table is lower than the 65% rent limit, project should consider using the FMR as the limit. <i>The Department recognizes that the HUD table may not be accurate representation of the project area's FMR. The rent amount needs to make sense for the area that the project is located in and considers the AMI population being targeted. Ultimately the application should be able to support the rent amount decision in the pro forma packet.</i>	D		2
e) Relocation policy – Policy stating that “In the event relocation of tenants is necessary, project will follow the Nebraska Relocation Assistance Act 76-1214 to 76-1242, and where either voluntary or involuntary acquisition is anticipated, DED will be contacted prior to any action.” <i>Guidelines should be clear on which party will pay expense.</i>	E		2
f) Enforcement of Rent and Income Limits – Project will enforce Rent and Income limits, property standards, and all NAHTF requirements during the Affordability Period through use of deed restrictions, covenants running with the land, or other mechanisms that are not affected by the term of the mortgage or transfer of ownership. Describe how project will conduct reviews and ensure that property managers are aware of all NAHTF rent, income, property standards, and reporting requirements per DED contract throughout the NAHTF affordability period. <i>(NAHTF-affordable units must align with rent limit allowances. Following an initial income determination, Self-Certification is acceptable form of annual income review.)</i>	F		2
g) Affordability Period – NAHTF-assisted units are subject to a minimum 5-year affordability period but projects may choose longer and period is stated in application. Program Guidelines Affordability Period must be in agreement with DED contract. Describe the length of the affordability period for project and describe how the project will be managed as affordable for the length of the affordability period.	G		3
h) Assistance Types and Terms - Program guidelines should describe the type of assistance to be provided to developer/owner, if applicable, i.e., forgivable or non-forgivable loan, including terms, interest rate, etc.	H		3
i) Affirmative Marketing Policy - Include statement, “Project will use affirmative marketing procedures including, but not			

limited to, marketing to local or regional residents & tenants of public housing and manufactured housing, other families assisted by public housing agencies, and households identified to be potentially eligible but least likely to apply, including Seniors and those living with disabilities.”	I		3
j) Nebraska Fair Housing Act - Include policy stating program will be in compliance with the Nebraska Fair Housing Act.	J		4
k) Property Standards - All purchased or rehabilitated units assisted with NAHTF funds will meet the Department’s Minimum Rehabilitation Standards and New Construction projects will meet all applicable Federal, State, and Local building codes, including Nebraska Department of Environment and Energy (NDEE). New Construction sites may not be located in a federally designated 100-year flood zone. Existing units in the SFHA may be considered when current flood insurance or LOMA are proven, documented and a system of annual verification is put into place. Recipients of NAHTF funds should be working with qualified contractors to complete NAHTF funded work.	K		4
l) Radon Mitigation Policy – As part of the application process, <u>every tenant</u> shall receive educational material informing them on the risks of radon. In addition, for new construction , a passive active radon mitigation system <u>must be installed</u> , and a test conducted. If test indicates need, the system will be activated. For Rehab projects , a test kit <u>shall be provided</u> to the tenant. Program guidelines <i>may</i> also cover the following: mandatory education; testing, required mitigation (installation of a radon system), steps if levels are found high, (or informed consent to avoid mitigation, etc.) <i>DED encourages discussions with builders, lenders & program administrators about proactive engagement of radon issues and collaboration with agencies such as Nebraska Dept. of Health and Human Service (http://dhhs.ne.gov/Pages/Radon.aspx).</i>	L		4
m) Annual Rent Review and Utilities Allowance – Describe process for conducting annual rent review.	M		5
n) Tenant Selection Policy - Project will provide policy prior to Special Conditions approval as appendix item.	N		5
o) Tenant Rules and Regulations - Project will provide clearly defined Tenant Rules and Regulations prior to Special Conditions approval as appendix to Program Guidelines.	O		5
p) Proposed Lease Agreement – Project must have proposed lease agreement that is not in conflict with Nebraska Landlord Tenant Law and does not contain any prohibited provisions either explicitly stated or implied. Proposed lease agreement will be provided prior to Special Conditions approval as appendix to Program Guidelines.	P		5
q) If the Project has a lease purchase program, the Applicant must have a Transition Plan (from rental to homeownership). This will be provided prior to Special Conditions approval as an appendix to Program Guidelines.	Q		6
r) Tenant Education - Tenant education is required for all tenants of fixed unit rental projects. Department recommends new construction and conversion projects with floating units require the tenant education for all tenants in all units and receive proof of completed training. Tenant education provider may include Rentwise, or other Department approved equivalent. Describe process of obtaining tenant education if rehabilitation project involves existing tenants.	R		6
s) Washer and Dryer Requirement – Statement that assures <u>every</u> unit will have its own washer and dryer for new construction projects. For rehabilitation projects (if feasible), assurance that a washer and dryer <u>will be included</u> in every unit, and if not feasible (i.e., size of rehabilitated units will not provide space for washer and dryer) then an on-site laundry facility is required and will be provided.	S		6
t) Process of Amending Guidelines – Statement that any revisions made to these program guidelines must be approved by the governing body and submitted for approval of amendment to NDED.	T		6
u) Grievance Procedures – Process for applicants (tenants) to address grievances pertaining to application process.	U		6
v) Conflict of Interest – Conflict of Interest policy of DED Applicant/Recipient organization.	V		7

The below is provided as a guide for filling out the Rental Pro-Forma. This sheet does not have to accompany the checklist above.

Pro Forma Spreadsheets

The Pro Forma Spreadsheet must show the project will be financially viable during the affordability period, based upon reasonable assumptions. DED reserves the right to work with applicant to adjust the Pro Forma and Project Design Spreadsheets to reflect economic and/or market conditions as deemed appropriate. **Pro Forma must be uploaded as an excel document, not a PDF version.**

Unit Information

- a) Identify the number of NAHTF affordable and market rate units within the project. Include: bedrooms, units, tenant paid utilities, etc. as identified on the Unit Information Spreadsheet.
- b) Check current HUD Home Rent Limit table on NAHTF webpage to be sure Rents are within allowable limit of no more than the 65% line for number of bedrooms.

Development Cost Schedule

- c) Identify all development costs within the project using the Development Cost Schedule Spreadsheet. Do NOT include NAHTF request for administrative expenses, i.e., General Administration, Housing Management, & Lead-Based Paint Testing.

Sources and Uses

- d) Identify all sources, uses, and any equity gap within the project using the Sources & Uses Information Spreadsheet. Cell C15 (NAHTF Funds) should equal the sum of Primary Activity and Support Activity NAHTF requested amounts. If for-profit developer will own the units, at least 10% of the amount of non-administrative NAHTF assistance must be provided as owner equity. Do NOT include NAHTF requested amounts for administrative expenses. (General Administration, Housing Management, & Lead-Based Paint Testing)

Annual Operating Expense Information & Pro Forma

- e) All residential income must be clearly identified within the Annual Operating Expense Information Spreadsheet and both residential and commercial income must be identified within the Pro Forma Spreadsheet.
- f) All expenses (including reduced cost or no cost services, all partnership distributions, deferred developer fees, incentive management fees and repayment of loans as expenses, etc.) must be clearly identified within the Annual Operating Expense Information Spreadsheet and within the Pro Forma Spreadsheet. All services or materials provided at a reduced cost or no cost basis must be reflected as both an income and an expense.
- g) Identify the rate of increase used to project income and project expenses per year. The rate of income increase must be reasonable and under no circumstances can it be greater than rate of increase of the estimated project expenses.
- h) Initial Stabilized vacancy rate must be set to the most recently published American Community Survey for Nebraska for the initial year. A lower stabilized vacancy rate may be input based on evidence taken from a third party housing study or other DED approved housing assessment.
- i) Property management fees should be reasonable and align with industry standards, but not exceed 10% of Gross potential rents.
- j) The Operating Reserves must be equal to or greater than three (3) months of total annual expenses, including debt service and entered into the Development Cost Schedule.
- k) The Replacement Reserve payment schedule must be equal to or greater than \$300 per unit per year.
- l) The debt service coverage ratio (DSCR) must be no less than **1.15 DSCR** in the first year. Monthly or annual debt service is not required.
- m) Debt service payments must meet all debt service obligations (must maintain a **1.0 DSCR** throughout the affordability period).



City of Franklin - Marcellus Building Apartments

TENANT SELECTION POLICY

Applications and copies of this Tenant Selection Policy are available online and at the City of Franklin Office, Franklin, NE 68959. As the Owner receives completed applications, the date and time of arrival will be recorded if delivered by hand to the city office, or the date of postmark if received by mail. Postmarked applications will be time stamped received at 5:00 pm on the date of mailing. Applications submitted online will be time stamped at the time of submission. All completed applications received will be reviewed by the owner in the order of submission regardless of delivery method.

Applicant Eligibility

1. Ineligibility of dangerous sex offenders for admission to Public Housing:
U.S. Code: Title 42: Section 13663: Subchapter V states in part as follows:
"Notwithstanding any other provision of law, an owner of federally assisted housing shall prohibit admission to such housing for any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program."
2. Applicant(s) must meet the following criteria to be determined eligible to live in the project:
 - a. Meet Nebraska Department of Economic Development income-eligibility requirements, according to the definition found in 24 CFR5.609. The Housing Administrator must initially verify income, landlord references, personal information, social security number(s), and credit history, as part of the income-eligibility determination. Limits are reviewed annually by the U.S. Department of Housing and Urban Development (HUD).
 - b. Must have legal capacity to enter into a lease agreement.
 - c. Must have a history of compliance with past rental agreements, if applicable.
 - d. Must not be engaged in or convicted of an illegal act including being a current user, manufacturer, or distributor of a controlled substance. Persons presently enrolled in, or who have successfully completed a controlled substance abuse recovery program may be considered for occupancy.
 - e. Must have the ability to maintain a housing unit in a safe, sanitary, and decent condition.
 - f. The applicant's tenancy must not constitute a direct threat to the health and safety of other individuals or their property.
 - g. Must have a good credit history and demonstrate willingness to pay debts. Mitigating factors will be taken into consideration when applicants have had or are presently experiencing a hardship situation that is beyond their control such as when they have had disputes with creditors, including landlords, or when they were having difficulty paying rent and utility expenses that exceeded 30 percent of adjusted monthly income.
 - h. Must have the financial capacity to meet the household's basic living expenses and pay required rents.
 - i. Must have good landlord/good housekeeping references, if available.
 - j. Must agree to allow reference checks with previous landlords, criminal background checks, credit checks, credit reporting agencies, and other agencies as required to process the application.
 - k. Occupancy standard for:
 - 1-bedroom rental units: Minimum – 1 person, Maximum 2 persons
 - 2-bedroom rental units: Minimum – 1 person, Maximum 4 persons

Application Acceptance & Selection

1. All potential applicants who inquire will be given the opportunity to complete and submit an application to become a tenant in the project.
2. **ONLY COMPLETED APPLICATIONS WITH REQUIRED INCOME VERIFICATION DOCUMENTS WILL BE PROCESSED FOR ELIGIBILITY.**
3. All applications will be processed using the same procedures. This policy is applicable to all Nebraska Affordable Housing Trust Fund Program (NAHTF) projects. Admission and occupancy of any housing units which are financed in whole or in part with NAHTF shall be governed by any and all applicable laws pertaining to such funding.
4. Applicant households must meet the criteria identified in "Applicant Eligibility," above, to be determined eligible to live in the project.
5. Applicants not meeting the project's eligibility policies will be informed in writing by email, within 15 days of their application that they were not considered eligible. The correspondence will include the reasons for the denial and advise them of their right to appeal the decision under the "Tenant Grievance and Appeal" procedure.
6. Applicants determined eligible will be informed in writing by email that they have been selected for immediate occupancy or that their name has been placed on the project's waiting list for the size of unit for which they are eligible. The name of each applicant will be placed on the respective waiting list in chronological order by date and time.
7. If the applicant is offered an apartment, a deposit of the first month's rent must be paid within 72 hours is required to hold the unit or their name **will be removed** from the waiting list, unless extenuating circumstances exist.
8. Upon notification of an apartment offered, the applicant will have 10 days to complete the online RentWise training course <https://www.rentwise.org/> and provide the completion certificate through email to the Owner. An in-person training option may be available but is subject to course demand and instructor availability. Failure to complete the course by the deadline will forfeit your reserved housing unit.
9. Except for the above priorities, selections will be made on a first come, first served basis from applicant(s) for the Income Qualified Units. The maximum tenant household income for an income qualified unit is 120% Area Median Income (AMI) as defined by HUD for Franklin County, Nebraska. Selections for the Market Rate designated units require the same application process, including income verification.

Tenant Selection Policy Amendments

Any revisions made to the Tenant Selection Policy must have approval from: 1) City of Franklin City Council, 2) South Central Economic Development District, Inc., and 3) Nebraska Department of Economic Development Program Representative.

Conflict of Interest

No member of the governing body, official employee, agent, or member of their immediate family of the City of Franklin who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the housing rental program shall directly or indirectly benefit from this program. The Nebraska Department of Economic Development (NEDED) may grant written exceptions. This prohibition shall continue for one year after an individual's relationship with the City of Franklin ends. Any other employee, officer, or Council

member may be eligible, but will be treated no differently in the determination of applications accepted in the program. Enclosed with the tenant’s application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any housing grant related issues.

Fair Housing

The City of Franklin is a supporter of Fair Housing, and supports Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, disability, or familial status, and sets forth enforcement of mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and allows U.S. Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts. The City furthermore supports the elimination of unlawful discriminatory practices within the City of Franklin.

If you feel you have been a victim of housing discrimination, please contact the City’s Fair Housing Representative – Raquel Felzien, City Clerk, phone 308.425.6295, email rfelzien@cityoffranklin.net.

Grievance & Appeal Procedure

An applicant that has been denied placement should first try to resolve the issue with the Owner/ Property Manager. If an applicant thinks they have been treated unfairly during any part of the process or discriminated against regarding application selection, the applicant can appeal to the City of Franklin, City Council for further consideration. All grievances (complaints) or appeals must be received by the Owner or City of Franklin in writing within 20 (twenty) days of the date of Non-Selection. The City of Franklin Council will consider the grievance at its next regularly scheduled meeting. The City Council’s decision will be submitted in writing to the applicant within 7 (seven) days of the Council meeting. The applicant may appeal the decision of the City of Franklin Council, by submitted an appeal within 14 (fourteen) days of the date of the Council’s decision letter. The appeal will be reviewed by a third-party reviewer of a representative from South Central Economic Development District, serving as NAHTF grant administrator, and/or a third-party entity secured through the small-purchase procurement process, with the third-party reviewer providing their decision, in writing, to the applicant and the City of Franklin Council. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development as the final party to address the grievance.

Owner/Manager Signature

Date

I have read and understand the Tenant Selection Policy described above.

Tenant Date

Co-Tenant Date

Property Owner:

City of Franklin
619 15th Avenue
Franklin, NE 68939
Email: rfelzien@cityoffranklin.net

CITY OF FRANKLIN
Nebraska Affordable Housing Trust Fund – Application for Occupancy

Dear Applicant:

Marcellus Apartments was funded in part through the Nebraska Affordable Housing Trust Fund. **All of the following documents are required** to be considered as an eligible tenant.

To process your application, the following items must be submitted in full to:

City of Franklin, City's Fair Housing Representative, Raquel Felzien, City Clerk, 619
15th Avenue, Franklin, NE 68939

Or via email in attachments: info@cityoffranklin.net

Email or in-person turn-in, versus mail-in, is recommended for the initial application due to expected demand.

Applications emailed, mailed, or in-person turned in will be dated the first business day advertised for applications accepted at 9:00 am.

1. Every section must be completed of the enclosed application. Documentation from both the Applicant and Co-Applicant is required, if applicable.
2. Please provide a copy of each item listed in the chart below, if applicable.

Copy of Government Issued ID (Driver's License)
Copy of Social Security Card
Verification of Deposit (your Bank) & Verification of Employment Forms
Last 3 year's federal income tax return (1040 form, W-2s, all schedules, 1098/1099 forms)
Last 12 pay stubs of all working occupants of household , including children 18 years old or older
Last 2 months of bank/credit union statement(s) – all pages of statement
Most recent statement of other assets (CD's, IRA's, 401(k), life insurance, etc.).
Credit Report –from either Trans Union, Experian, or Equifax, available free, must be recent as of the past 12 months
Documentation on all monthly benefits received, such as Social Security, ADC (Aid to Dependent Children), Food Stamps, Worker's Compensation, Unemployment Compensation, etc.
If applicable, case number and county for any alimony or child support received by any household member. Include copy of complete divorce decree.

Upon notification of selection as an eligible Tenant, a 9-hour in-person or online class must be completed and provided within 10 days of notification. Failure to complete the RentWise course will forfeit your reserved housing unit.

Certificate of Completion – RentWise education program

If you have any questions about the application, please contact the City of Franklin, City's Fair Housing Representative, Raquel Felzien, City Clerk, at 308.425.6295, or email Raquel Felzien info@cityoffranklin.net We look forward to working with you.



CITY OF FRANKLIN
Nebraska Affordable Housing Trust Fund – Application for Occupancy

Project Name: Marcellus Apartments

FOR OFFICE USE ONLY	Date Received:		Time:	
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Size of Unit Requested 1 Bedroom
 2 Bedroom

PLEASE COMPLETE ALL BLANKS OF THIS APPLICATION.
 INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

AN APPLICATION FEE OF \$ N/A IS REQUIRED TO ACCOMPANY THIS APPLICATION.

I. APPLICANT INFORMATION AND RESIDENCE HISTORY

Applicant	Co-Applicant (if applicable)
Name: _____	Name: _____
Current Address: _____	Current Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Phone #: _____ Work #: _____	Phone #: _____ Work #: _____
How long have you resided at this address? _____	How long have you resided at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone #: _____	Landlord's Phone #: _____
Previous Address: _____	Previous Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
How long did you reside at this address? _____	How long did you reside at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone No: _____	Landlord's Phone No: _____

II. HOUSEHOLD MEMBER INFORMATION

A. Provide the following information for all persons who will be members of the household. Give relationship of each family member to the Applicant, each member's age, social security #, sex, date of birth, and age.

Name	Relationship	Social Security #	Sex	Date of Birth	Age
1.					
2.					
3.					
4.					
5.					

- B. Does anyone else claim the Tenant or Co-Tenant as a dependent on their Income Tax Return? Yes No
- C. Does anyone live with you now who is not listed above? Yes No
- D. Does anyone plan to live with you in the future who is not listed above? Yes No

Please explain if you answer 'Yes' to any of the questions above: _____

III. SPECIAL HOUSING ACCOMMODATIONS

A. The design of the project is for the dwelling to be readily accessible and usable by people with disabilities in accordance with the Nebraska Fair Housing Act. Households where the tenant, co-tenant, or household member is



disabled or handicapped, may make reasonable accommodation requests, or approve the person with a disability to make reasonable modifications on the condition the renter agrees to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

- Do you or members of your household require handicap accessible features or modifications? Yes No
- If yes, please explain any special housing modifications necessary:

B. A pet from **one of the following categories** is permitted: a Dog under 45 pounds, or a Cat under 25 pounds, or up to 2 small 'love' birds, or fish in an aquarium not to exceed 10 gallons.

- Do you plan to have a pet living with you? Yes No
- Which category (circle one) will you have: *1 Dog 1 Cat up to 2 Small Birds Fish Aquarium*
- The full Pet Agreement & Policies signed form in addition to the Pet Fee paid in advance, must be completed in full prior to a pet permitted in the living unit.
- Any changes in the status of the specified approved pet must be documented in the Pet Agreement & Policies form.

IV. ESTIMATED HOUSEHOLD INCOME FOR THE NEXT 12 MONTHS

A. Verification of Employment

Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours per Week	Annual Income	Date Started

Co-Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours per Week	Annual Income	Date Started

B. All Sources of Household Income Calculated Monthly

Income Source by Month	Applicant	Co-Applicant	Other Household Member(s) 18 or Older
Salary			
Overtime Pay			
Commissions			
Tips			
Bonuses			
Interest and/or Dividends			
Net Income from Business			
Net Rental Income			
Social Security (including SSI or SSD), Pension(s), Retirement Funds (Please circle appropriate one[s])			
Unemployment Benefits			
Workers Compensation, etc.			



Alimony and/or Child Support Please provide the Case Number and County where alimony and/or child support court order was filed. Please provide a copy of divorce decree that outlines child custody and support payments.	Amount: \$ _____ /mo. Case #: _____ County: _____ <input type="checkbox"/> Child Support <input type="checkbox"/> Alimony	Amount: \$ _____ /mo. Case #: _____ County: _____ <input type="checkbox"/> Child Support <input type="checkbox"/> Alimony	Amount: \$ _____ /mo. Case #: _____ County: _____ <input type="checkbox"/> Child Support <input type="checkbox"/> Alimony
Welfare Payments (TANF, Food Stamps, ADC, etc.)			
Other			
TOTALS			
Annual Total (= Totals x 12)			

V. ASSETS

A. List assets for all household members.

Type	Current Estimated Cash Value of Acct(s)	Annual Income (i.e. Interest, dividends)	Bank or Investment Company Name & Address	Account #
Checking Account(s)				
Savings Account(s)				
Credit Union Account(s)				
Certificate(s) of Deposit				
Stocks, Bonds, IRAs, etc.				
401(k) or other retirement/pension accounts				
Life Insurance Policies				
Other Assets/Investments				

VI. OTHER INFORMATION

A. Have you or any household member been subject to a lifetime registration requirement under a State Sex Offender Registration Program? Yes No

B. Are you or any other household member a current user or been convicted of using, dealing, or manufacturing a controlled substance? Yes No

- If Yes, has that person(s) successfully completed a controlled substance abuse recovery program or presently enrolled in such a program? Yes No

C. Have you or any members of the household been convicted of a felony? Yes No

If Yes, please explain circumstances:

D. How did you learn about the apartments?



Newspaper Social Media Drive-by Sign Resident Referral Other _____

i.

ii.

VIII. EMERGENCY CONTACT(s):

In case of an emergency the Tenant or Co-Tenants desire that the following persons be contacted if possible:

Name: _____ Telephone Number: _____

Address: _____

Name: _____ Telephone Number: _____

Address: _____

VIII. SIGNATURE AND CONSENT

I/We certify that the information provided above is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income verification. I/We understand that any willful misstatement of material fact will be grounds for disqualification.

Applicant Signature: _____ **Date:** _____

Co-Applicant Signature: _____ **Date:** _____

In accordance with Federal Law and the Nebraska Fair Housing Act, the Owner (City of Franklin) is prohibited from discrimination because of race, creed, religion, color, national origin, sex, disability, familial status, or ancestry.

To file a complaint of discrimination or grievance, write: City Fair Housing Representative, Raquel Felzien, City Clerk, 619 15th Avenue, Franklin, NE 68939. Grievances must be in writing and will be considered at the next regularly scheduled City of Franklin Board of Trustees meeting. The City Board will respond in writing within 7 (seven) days of the Board meeting. The applicant may appeal the decision of the City of Franklin Board, by submitted an appeal within 14 (fourteen) days of the date of the Board's decision letter. The appeal will be reviewed by a third-party entity secured through the small-purchase procurement process, with the third-party reviewer providing their decision, in writing, to the applicant and the City of Franklin Board. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development as the final party to address the grievance.



SCEDD, INC. & CITY OF FRANKLIN
AUTHORITY TO VERIFY CREDIT INFORMATION

I/We hereby authorize the South Central Economic Development District (SCEDD), Inc. of Nebraska, and the City of Franklin, to verify my bank accounts, employment, outstanding debts, including any present or previous mortgages, to order a consumer credit report, and to make any other inquiries pertaining to my qualifications for a Loan Application. I/We also authorize SCEDD, Inc., and the City of Franklin, to make copies of this letter for distribution to any party with which I have a financial or credit relationship and that party may treat such copy as an original.

I/We also authorize release of all Social Security benefit information to the SCEDD, Inc., and the City of Franklin.

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective renter, mortgagor, or borrower under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective renter, mortgagor, or borrower may be delayed or rejected.

Right to Financial Privacy Act Certification: South Central Economic Development District (SCEDD), Inc. and the City of Franklin, acting on behalf of HUD/FHA certifies, in compliance with the Right to Financial Privacy Act of 1978, that in connection with this request to financial records, it is in compliance with the applicable provisions of the said Act.

Applicant/Tenant Signature

Date

Co-Applicant/Tenant Signature

Date





**City of Franklin – Marcellus Apartments
Nebraska Affordable Housing Trust Fund Program**

LEASE AGREEMENT

Whereas, City of Franklin, the OWNER (lessor) does hereby lease to _____
_____ the TENANT (leasee), a _____ unit in the Rental Housing Project
known as **Marcellus Apartments**, located at **613 15th Avenue, Franklin, NE**, for a term of **one
year** and renewing automatically for successive one month periods thereafter, until either party
terminates said lease as provided herein. (If the beginning date is other than the first day of the
month, "Lease Attachment-Partial Month's Lease Agreement" should be used to prorate rent
from move-in to First of Month.)

A. RENTAL PAYMENT

The TENANT agrees to pay the OWNER the following specified monthly rental payment on, or
before, the First Day of each month.

Plan One - One Bedroom (Income Qualified Rate)

I understand and agree that based on my income qualifications, my monthly rental amount,
including utilities and WiFi, will be: **\$750.00** during the term of this lease. Subsequent lease
agreements will require Income Qualification annually to remain at this Income Qualified Rate.
This rate does not include telephone or cable TV. If annual income exceeds the qualified rate at
the next qualifying period, my eligibility to remain as a tenant is dependent on the immediate
(within 30-days) availability of a Market Rate unit, or I must vacate the unit.

Plan One - One Bedroom (Market Rate)

I understand and agree that based on my income qualifications, my monthly rental amount,
including utilities and WiFi, will be at market rate of **\$850.00** during the term of this lease. This
rate does not include telephone or cable TV.

Plan Two - Two Bedroom (Income Qualified Rate)

I understand and agree that based on my income qualifications, my monthly rental amount,
including utilities and WiFi, will be: **\$950.00** during the term of this lease. Subsequent lease
agreements will require Income Qualification annually to remain at this Income Qualified Rate.
This rate does not include telephone or cable TV. If annual income exceeds the qualified rate at
the next qualifying period, my eligibility to remain as a tenant is dependent on the immediate
(within 30-days) availability of a Market Rate unit, or I must vacate the unit.

Plan Two - Two Bedroom (Market Rate)

I understand and agree that based on my income qualifications, my monthly rental amount,
including utilities and WiFi, will be at market rate of **\$1,050.00** during the term of this lease. This
rate does not include telephone or cable TV.

B. UTILITIES

The OWNER shall provide the following utilities to the rental units which are included in the
rental charges: electricity, gas, water, sewer, trash pick up, WiFi, lawncare and snow removal.

TENANT is responsible for maintaining other optional utilities provided to the rental unit, to
include telephone, cable, or other service; which the TENANT shall pay to the respective
provider thereof in a timely manner.

C. SECURITY/DAMAGE DEPOSIT

A security deposit in the amount equal to one month's rent of \$ _____ is required and acknowledged. These funds may be used by the OWNER at the time the unit is vacated by the TENANT to address any maintenance and/or cleaning required, beyond normal wear and tear. Deposit will be returned to TENANT **less a \$75 carpet cleaning charge** should condition be determined by OWNER as "Normal" cleaning, otherwise a professional cleaning service will be used and cost will be deducted from deposit. Balance of the deposit will be refunded to the TENANT within two weeks after the termination of the tenancy and receipt of the TENANT'S mailing address or delivery instructions. *(The security deposit is not an advance payment of rent and does not relieve the TENANT from obligation to pay rent, including rent for the last month of occupancy.)*

D. OCCUPANCY STANDARD

In order to achieve maximum utilization of subsidized space without causing overcrowding or providing more space than needed by the number of people in the project, the following standard is established:

Occupant Density Range:

<u>Number of Bedrooms</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
1 BDRM	1	2
<u>Number of Bedrooms</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
2 BDRM	1	4

A larger sized unit may be assigned, if available, to a tenant than allowed above so that related (other than spouses) and unrelated adults, children of opposite sex, and persons of different generations are not required to share a bedroom.

An apartment complex is considered to be overcrowded when the household size exceeds the number of occupants permitted as determined by the Occupant Density Range or as defined by local ordinance.

E. TENANT ELIGIBILITY

The project in which the above mentioned apartment is located has been financed in part through the Nebraska Affordable Housing Trust Fund (NAHTF), a Government Agency. Eligibility for TENANTS to reside in this project in the Income Qualified designated units, is based upon TENANTS income. The OWNER will determine the TENANT'S eligibility based upon NAHTF regulations. Eligibility at the Income Qualified Rate, will be determined upon the execution of this lease agreement and at least annually thereafter.

TENANT(S) has been determined:

- An ELIGIBLE TENANT for the unit.
- An ELIGIBLE TENANT not meeting occupancy standards. TENANT agrees to transfer to the first correctly sized unit when it becomes available and pay all costs associated with the subsequent move. If a correct sized unit is not available within thirty (30) calendar days of this notice, the lease will end with the TENANT and the TENANT is required to move out.
- An INELIGIBLE TENANT due to income and a Market Rate unit is not available.

F. OCCUPANTS

The following person(s) are members of the TENANT'S household and are approved for occupancy of the apartment unit:

Name	Age

G. PET POLICY & AGREEMENT

If an approved pet, as specified in the *Pet Policy & Agreement* form is living in the unit, the TENANT will provide the initial documentation and required annual documentation to the OWNER. If the status of the approved pet changes or the TENANT chooses to complete the *Pet Policy & Agreement* form for approval for a pet, this will be accomplished prior to the pet living in the unit.

H. ESCALATION CLAUSE

OWNER may raise the rental rates on the apartment unit due to changes in costs incurred by the OWNER in the operation and maintenance of the apartment complex. The OWNER must notify the TENANT of any change in the rental rates at least thirty (30) days prior to the effective date of the change.

I. NOTICE TO TENANT

Notice shall be accomplished by:

1. Sending a letter by first class mail to the TENANT or household MEMBER at TENANT'S address at the project; or
2. Serving a copy of the notice to any adult person answering the door at the dwelling unit; or
3. If no adult responds, by placing the notice under or through the door, if possible, or by affixing the notice to the door.

J. NOTICE TO OWNER

Notice shall be in writing and delivered to the OWNER either:

1. By first class mail, properly stamped and addressed; or
2. Hand delivered to the place of business where the Rental Agreement was made; or
3. At the place designated by the OWNER as the place for receipt of the communication.

K. MODIFICATION OF LEASE

OWNER may modify the term and conditions of the lease, effective at the end of the initial term or a successive term by serving appropriate notice on the TENANT together with the tender of the revised lease or an addendum revising the existing lease. The notice must be received at least thirty (30) days prior to the last date on which the TENANT has the right to terminate (leases are effective first of the month; notice must be given on or before the first of the month before the modification is effective) the tenancy without executing the revised lease.

L. TERMINATION OF LEASE BY TENANT

TENANT may terminate this lease agreement by providing the OWNER with a written notice not less than thirty (30) days prior to the end of the rental period established by the lease (leases are effective the first of the month; notice must be given on, or before, the first of the month of move-out to meet the required timeframe). The lease may also be terminated by the TENANT with thirty (30) days-notice, prior to the end of the calendar month in which the unit is to be vacated for "good cause" such as moving to another location for employment, loss of job, severe illness, death of spouse, or other reasons customary or mandatory in the community, or after notification by the OWNER.

M. TERMINATION OF LEASE BY OWNER

OWNER may terminate this lease agreement if the TENANT no longer meets the eligibility requirements defined by NAHTF regulations or if the TENANT is in material noncompliance with the lease or other good cause. Should the OWNER find it necessary to evict the TENANT, such EVICTION WILL BE ACCOMPLISHED ACCORDING TO STATE LAW.

N. CATASTROPHE

In the event the premises are damaged by fire or other casualty as to be untenable, without fault or negligence of the TENANT, the lease shall automatically terminate as of the destruction and a prorated proportion of the prepaid rent shall be refunded to the TENANT.

O. GRIEVANCE PROCEDURE

Any TENANT grievance or appeal from management's decision as found in 7 CFR 3560.160 (d) (e) shall be resolved in accordance with procedures consistent with NAHTF regulations covering such procedures, which are posted in the rental office or posted on the bulletin board.

P. NON-DISCRIMINATION

OWNER shall not discriminate against the TENANT in the provision of services or in any manner on grounds of race, color, religion, familial status, sex, national origin, age, or disability.

Q. TENANT AGREEMENTS

1. TENANT understands and agrees that TENANT household will no longer be eligible for occupancy in the Income Qualified units of this project if their income exceeds the maximum allowable adjusted income as defined periodically by NAHTF for **Franklin County, Nebraska**.
2. TENANT understands that the size of apartment to which TENANT household is entitled is based upon household composition and the occupancy standard previously described in this agreement. Should, during the term of this lease agreement, the TENANT'S household no longer meets the requirements of the occupancy standard, the TENANT will be required to vacate the apartment unit at the end of the lease period unless eligibility can be established following specified steps, such as moving to an appropriate size unit or an exception is granted by management.
3. TENANT understands that should TENANT no longer meet the eligibility requirements of the project during the term of the lease agreement, TENANT will be required to vacate the unit unless an exception is authorized by NAHTF. If a Market Rate unit were available, TENANT may be permitted to stay under the Market Rate rent.
4. TENANT agrees to immediately notify the OWNER when there is a change in their gross household income, adjustment to income, or when there is a change in the number of persons living in the household. TENANT understands their eligibility may be affected as a result of this information. TENANT also understands that failure to report such changes may result in their losing eligibility and may result in the OWNER taking corrective action to include requirement of TENANT to vacate the premises within thirty (30) days. TENANT understands that the corrective action that the OWNER may take includes the initiation of a demand for repayment of the difference between the Market Rate and Income Qualified Rate.
5. TENANT understands the income certification is a requirement of occupancy if 'PLAN I – One Bedroom 'Income Qualified Rate' or PLAN II – Two Bedroom 'Income Qualified Rate', are selected, and agrees to promptly provide any certificates and income verifications required by the OWNER to permit determination of eligibility.

6. TENANT agrees to pay the monthly TENANT rate specified in this agreement when due. If not paid by the 10th day of the month, the TENANT agrees to pay a late fee not to exceed the higher of \$50 or an amount equal to 5% of the rental rate in addition to the monthly TENANT contribution.
7. TENANT'S initial 'Application for Occupancy' and subsequent annual recertification shall set forth the gross family income and rental payment rate.
8. TENANT agrees that a new recertification may be requested at any time there is a change in projected annual income. If the TENANT no longer qualifies at the Income Qualified Rate **AND** a Market Rate unit is available, the Market Rate will be effective on the first of the month following the execution of the recertification.
9. The use by the TENANT, or household members, of common areas outside, or other facilities on the premises, are at the risk of the person using the same. It is understood that this section is not to be construed to relieve the TENANT of liability for personal injury or damage caused by the TENANT'S unlawful or negligent acts or omissions.
10. TENANT agrees to preserve the premises in safety and to keep the same in good condition and to refrain from intentionally or negligently destroying, defacing, impairing, or removing any part of the premises, common areas, or property appurtenant thereto, and to refuse to suffer any other person to do so. TENANT shall notify the OWNER promptly of any known need for repairs of the apartment unit and of any known unsafe conditions, which may lead to injury or damage except for normal wear and tear. TENANT agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises caused by TENANT, family, dependents, or guests.
11. TENANT acknowledges, by completing and signing an "Inspection Move-In/Move-Out Report" the condition of the unit at the time of occupancy. An "Inspection Move-In/Move-Out Report" will also be provided by the OWNER and signed by the TENANT at the time the unit is vacated. The TENANT is expected to accompany the OWNER on these inspections.
12. TENANT agrees to permit the OWNER to enter the apartment unit at reasonable hours to inspect the premises, make needed repairs or show the apartment to prospective tenants. Except for emergency repairs, the OWNER will provide the TENANT with a 24-hour written notice.
13. TENANT understands and agrees that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by Local, State, or Federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations hereafter call a "drug violation(s)" may be evidenced upon the admission to or conviction of a drug violation. It is further understood that domestic violence will not be tolerated on City of Franklin properties, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements.

The OWNER may require any lessee or other adult member of the TENANT household occupying the unit (or other adult or non-adult person outside the TENANT household who is using the unit) who commits a drug violation or domestic violence to vacate the leased unit permanently, within timeframes set by the OWNER, and not thereafter enter upon the TENANTS premises or the TENANT unit without the OWNER's prior consent as a condition for continued occupancy by members of the TENANT household. The OWNER may deny consent for entry unless the person agrees to not commit a drug violation or domestic violence in the future and is either actively participating in a

counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or completed a counseling or recovery program.

OWNER may require any TENANT to show evidence that any non-adult member of the TENANT household occupying the unit, who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, completed a counseling or recovery program within time frames specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the unit the OWNER may require the person to be severed from tenancy as a condition for continued occupancy by the TENANT.

If a person vacating the unit, as a result of the above policies, is one of the TENANTS, the person shall be severed from the tenancy and the lease shall continue among any other remaining TENANT(S) and the OWNER. The OWNER may also, at OWNER's option, permit another adult member of the household to be a lessee.

Should any of the above provisions governing a drug violation or domestic violence be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of TENANTS afforded by law.

14. TENANT agrees not to assign this lease, nor to sublet or transfer possession of the premises or any portion thereof; nor to sell or give accommodations to roomers, boarders, or lodgers; not to permit the use of the premises for any other purpose than a private dwelling solely for the TENANT and TENANT household.
15. TENANT agrees to advise the OWNER of any planned absences from the apartment unit which will exceed two weeks. If TENANT does not personally reside in the unit for a period exceeding sixty (60) consecutive days, for reasons other than health or emergency, the OWNER may take the appropriate steps to terminate TENANT'S tenancy.
16. TENANT understands and agrees that should TENANT abandon the apartment unit, the disposition of any remaining personal property will be disposed of as provided by State Law.
17. TENANT agrees that should the project be sold to a buyer approved by the NAHTF, the lease will be transferred to the NEW OWNER.
18. TENANT understands and agrees that should TENANT receive the Income Qualified Rate, to which they are not entitled due to incorrect information provided by TENANT(S) or on TENANT(S) behalf by others, or for any other household member, TENANT(S) may be required to make restitution and TENANT(S) agree to pay any amount of benefit to which they were not entitled.
19. TENANT certifies that the apartment TENANT(S) will occupy under this agreement will be TENANT(S)'s permanent residence and that TENANT(S) do not maintain a separate rental unit in a different location.
20. TENANT agrees to comply with the Occupancy Rules and Regulations which are incorporated herein by reference and made a part of this lease.

S. OWNER AGREEMENTS

1. OWNER agrees that any TENANT GRIEVANCE OR APPEAL from management's decision shall be resolved in accordance with procedures consistent with NAHTF

regulations covering such procedures, which are posted in the rental office or posted on the bulletin board.

2. OWNER agrees to maintain the buildings and any common areas in a decent, safe, and sanitary condition in accordance with NAHTF regulations and applicable building and housing codes materially affecting health and safety. Failure to maintain the buildings and any common areas in a safe and habitable condition shall constitute a breach of an expressed and implied warranty of habitability. In such an event, TENANT may pursue any action or remedy afforded by law. OWNER'S liability shall be limited under this agreement to damages incurred by TENANT from a material breach of a warranty of habitability.
3. OWNER agrees to furnish the following appliances without additional charge to TENANT: refrigerator, range, oven, dishwasher, heating & air conditioning, and a combination washer/dryer.

OWNER shall not be held liable for damages in case of failure to furnish any of the above-listed items during any portion of the term of this lease if prevented from doing so by circumstances beyond the OWNER'S control.

4. OWNER agrees to provide and maintain appropriate receptacles and conveniences for the removal of garbage, ashes, and other wastes incidental to the occupancy of the premises and arrange for their removal.
5. OWNER reserves the right to use separate legal process to collect monetary claims for damages if the security deposit is not adequate for damages.
6. OWNER agrees to accept tenant monthly rental rate without regard to any other charges owed by the TENANT to the OWNER and to seek legal remedy for the collection of any other charges which may accrue to the OWNER from the TENANT(S).
7. In accordance with 7 CFR §3560.2, the OWNER agrees not to discriminate against the TENANT in the provision of services or in any other manner with regard to race, color, religion, familial status, sex, national origin, age, or disability.

T. CONTENTS OF THIS AGREEMENT

TENANT(S) certify that TENANT(S) received a copy of this agreement and understands that these documents are incorporated herein and made a part of this lease. TENANT(S) acknowledges the receipt of these copies by initialing beside each document provided. The copies received should be maintained by the TENANT(S) in a safe place for future reference.

Date copies received by TENANT/CO-TENANT:

1. Application for Occupancy, including all Income Qualified requirements	
2. Inspection Report – Move-In/Move-Out	
3. Occupancy Rules and Regulations	
4. Pet Agreement & Policies form (if applicable, as qualified)	
5. A copy of the Tenant Grievance Policy	
6. A copy of this LEASE signed by all parties	

This LEASE evidences the entire agreement between the parties herein and no modification thereof shall be made except in writing.

BY _____ TENANT _____ DATE

BY _____ CO-TENANT _____ DATE

AND BY _____ OWNER _____ DATE

An approved representative of the City of Franklin.

This project financed by Nebraska Affordable Housing Trust Fund is subject to the nondiscrimination provisions of Title VI of the Civil Rights ACT of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American's with Disabilities Act.

PET AGREEMENT AND POLICIES
CITY OF FRANKLIN
MARCELLUS APARTMENTS

THIS AGREEMENT entered into this day of _____, by and between City of Franklin, Owner, and _____, Tenant, in consideration of their mutual promises agree as follows:

I. PURPOSE

- A. The purpose of this addendum to the Residential Lease Agreement is to insure that pet ownership will not be injurious to persons or property, nor violate the right of all tenants to clean, quiet, and safe surroundings in apartment complexes specifically designed for the elderly.

II. The Tenant desires and has received written approval from the Owner to keep the pet named _____ and described as follows: _____ (Photo Attached)

The written approval must be available at all times. The written approval will be granted after all conditions of this Agreement have been fulfilled.

- A. This Agreement is an Addendum to and part of the Residential Lease Agreement between the Owner and the Tenant executed on _____. In the event of default by Tenant of any terms of this Agreement, Tenant agrees, upon proper written notice of default from the Owner, to cure the default, remove the Pet or vacate the premises. Tenant agrees Owner may revoke permission to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed material non-compliance of the Residential Lease Agreement and will be grounds for termination of tenancy.

III. CERTIFICATE

- A. The Tenant must present a Veterinarian's Certificate that the Pet is in good health, has had the necessary vaccinations and booster shots, is spayed or neutered, and declawed in the appropriate cases. The Certificate must be updated annually. The Certificate must be presented prior to the Pet coming onto the premises. If the animal is too young, The Tenant agrees to have the Pet neutered or spayed when the Pet reaches the suitable age. Failure to do so is in non-compliance with the terms of this addendum and the Residential Lease Agreement.
- B. The Tenant will provide the Owner with a Certificate indicating proper licensing by the City of Franklin prior to bringing the Pet onto the premises.
- C. The Tenant agrees to comply with all Health and Safety Codes and all other applicable governmental laws and regulations relating to pets.

IV. DEPOSIT AND FEES

- A. Tenant agrees to pay a Pet Fee of **\$300.00 (three-hundred dollars)** in addition to the rental security deposit.



- B. The Pet Fee will be used towards, but is not limited to, repairs, cleaning, treatment for flea infestation, or replacement of any part of the apartment or premises damaged by the pet. This deposit is refundable if no damage is done as verified by the Owner, after either the Pet or Tenant vacates the premises. The Tenant's liability for damages applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances, and any other part of the dwelling unit, landscaping, or other improvements to Owner's property. It is further understood that damage charges are not limited to the deposit held by the Owner.

IV. PET CATEGORIES

A common household pet shall be defined as: A domesticated animal, such as a cat, dog, bird, or fish, that is traditionally kept in the home for pleasure rather than for commercial purposes.

- A. Only pets from one of the following categories may be maintained:

1. Dogs –
 - a. Maximum number – one (1)
 - b. Maximum size – 45 pounds.
2. Cats –
 - a. Maximum number – one (1)
 - b. Maximum size – 25 pounds
3. Birds –
 - a. Maximum number – two (2)
 - b. Type – love birds, finches or parakeets
4. Fish - Maximum aquarium size – 10 gallons

- B. Only domestic animals such as dogs, cats, birds, and fish will be admitted to the premises. No small rodents such as hamsters, rats, mice, and guinea pigs will be admitted. No reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed. No meat eating or poisonous species will be allowed in aquariums. No birds of prey will be admitted.

IV. PET EMERGENCY

- A. In case of an emergency or illness, the following person will remove my Pet from the premises and be solely responsible for its care:

Name: _____

Address: _____

Telephone: _____ Relationship: _____

Signature of Responsible Party: _____



B. The Tenant agrees that if for any reason the Pet is left unattended as specified or whose health is jeopardized by the Tenant's neglect, mistreatment or inability to care for the animal, the Owner shall contact the Pet Emergency Person named above. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant's unit to allow such person to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed. The specifications for unattended pets are as follows:

1. Dogs – 8 hours
2. Cats – 12 hours
3. Birds – 24 hours
4. Fish – 24 hours

VII. INSPECTION

A. The Owner reserves the right to inspect the Tenant's unit on a frequency of not less than every three months to verify unit condition.

VIII. PET RESTRAINTS

A. The Pet must be kept in the Tenant's apartment at all times.

B. The Pet must be on a leash at all times when on the grounds of the complex. At no time will the Pet be allowed to roam free.

C. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump up on other tenants or guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.

D. Pets that disturb the peace and quiet of the neighbors through noise, smell, animal waste, biting, scratching or other nuisance will be in non-compliance as set forth in Paragraph X.

E. Pets will be totally removed from their units for the full amount of specified time for any exterminating or defleaing of the complex. This restraint must be complied with in the fullest.

F. The Tenant acknowledges that other tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Tenant, therefore, agrees to exercise common sense and common courtesy in respect of such other tenant's rights to peaceful and quiet enjoyment of the premises.

G. The Tenant assures the Pet is quiet and housebroken and will not cause any damage or annoy other tenants.

H. Birds must be caged at all times.

I. Tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.

J. Tenants are prohibited from feeding stray animals. Feeding of stray animals shall constitute having a Pet without permission.



- K. Visitors or guests are prohibited from bringing pets onto the premises.
- L. Only one pet unit will be allowed per apartment.
- M. All aquariums must be sealed against leakage.
- N. Only one bird's cage will be allowed and it must have a removable litter tray.

IX. PET CARE

- A. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside the building.
- B. Cat litter must be emptied and replaced at least twice weekly and cleaned daily.
- C. Litter from litter boxes is **not** to be disposed of down the stool.
- D. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand, followed by written notice to remedy within 7 days. The next notice of the problem shall result in the Tenant being required to remove the Pet from the complex.
- E. The Tenant agrees to use a "pooper scooper" to clean up behind the Pet should it mess on the exterior grounds. The debris shall be disposed of in a sealed plastic bag.
- F. The Tenant agrees to provide adequate care, nutrition, exercise and medical care for the Pet.
- G. The Tenant agrees and is aware that the Owner may impose a \$5.00 per occurrence waste removal charge, in the event that the Tenant does not comply with the procedures of disposal of pet waste.

X. NON-COMPLIANCE

- A. Tenants who violate the terms of this Agreement will be required to remove the Pet from the premises upon notice from the Owner within:
 - 1. A reasonable time commensurate with the exigency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or the Owner's employees.
 - 2. Thirty days in all other cases.
 - 3. Failure to comply may result in revocation of permission to have a Pet by the Owner.
 - 4. Failure to comply could result in termination of tenancy.



The Tenant has read and agrees to comply with this Agreement and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Owner. The Tenant further agrees to review this Agreement at the time of annual recertification.

In accordance with Federal Law and the Nebraska Fair Housing Act, the Owner (City of Franklin) is prohibited from discrimination because of race, creed, religion, color, national origin, sex, disability, familial status, or ancestry.

To file a complaint of discrimination or grievance, write: City of Franklin, 619 15th Avenue, Franklin, NE 68939. Grievances must be in writing and will be considered at the next regularly scheduled City of Franklin Board of Trustees meeting. The City Board will respond in writing within 7 (seven) days of the Board meeting. The applicant may appeal the decision of the City of Franklin Board, by submitted an appeal within 14 (fourteen) days of the date of the Board's decision letter. The appeal will be reviewed by a third-party entity secured through the small-purchase procurement process, with the third-party reviewer providing their decision, in writing, to the applicant and the City of Franklin Board. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development as the final party to address the grievance.

TENANT

DATE

CO-TENANT

DATE

City of Franklin, OWNER/MANAGER

DATE





**City of Franklin
Nebraska Affordable Housing Trust Fund Program**

MARCELLUS APARTMENTS TENANT RULES & REGULATIONS

The following rules and regulations are for the benefit of all tenants and will be enforced. Our goal is to make this a happy and pleasant home for all who reside here. The cooperation of all tenants and their household members is expected and greatly appreciated.

RENT COLLECTIONS

1. Rent is due and payable in advance on the first day of each month.
2. If rent is not paid on or before the tenth day, a delinquent notice will be delivered to the TENANT. A late fee not to exceed the higher of \$50 or an amount equal to 5% of the rental rate will be imposed after the tenth day of the month.
3. If rent is not paid within three (3) days after the "Notice of Delinquent Rent" notice has been delivered, eviction will commence.
4. Partial payment of rent will be accepted under extenuating circumstances only if the TENANT has made prior arrangements with the OWNER before the first of the month.
5. A \$30.00 administrative fee will be charged for checks returned by the bank for insufficient funds. This will be in addition to the late charge.
6. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon thereafter as possible.
7. Rent must be paid by cash, check, or money order.
8. The TENANT may either mail or deliver such payment to:

Checks should be made to:	City of Franklin
Mailing Address:	% Raquel Felzien 619 15th Avenue Franklin, NE 68939

9. TENANT will pay Court costs incurred for the collection of rents or due to eviction.

UTILITIES

1. Water, sewer, refuse, gas & electricity services are provided.
2. The Tenant must contact the local preferred Company for telephone, cable, and internet service.

ANIMALS

1. One pet is allowed as specified and upon completion of the Marcellus Apartments - Pet Agreement & Policies.
2. Only an approved service animal or assistance animal, with proper documentation provided, is permitted and must complete the Marcellus Apartments – Pet Agreement & Policies.

ANTENNAS

1. No antenna of any description shall be installed on the buildings or hung from the windows.

GARBAGE

1. The TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.
2. Containers are to be kept at the location provided and in the designated space.
3. The local sanitation department will pick up the garbage on a regular basis.
4. Please keep the area around the garbage cans as clean as possible.
5. Large items that do not fit into the receptacles are the TENANT'S responsibility to properly dispose.

PARKING

1. Off-street parking for up to 1 vehicle per unit is available for the TENANTS. The driveway and garage should be used.
2. Do not park on the lawn under any circumstances.
3. Park so you do not obstruct the sanitation service's pick-up area or the utility company trucks that may be working in the area.
4. No car repair is allowed in the parking area.
5. Inoperable or unlicensed vehicles or parts shall not be stored in the parking area.
6. Two-wheel motor vehicles are subject to the same rules as automobiles.
7. RV's, boats, personal recreation vehicles, etc. are not permitted for parking beyond a 24-hour period on the premises and must be stored offsite.

APARTMENT MAINTENANCE

1. The TENANT shall keep the premises in a clean and sanitary condition.
2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, music, or conversation, especially after 9:00 P.M. and before 9:00 A.M.
3. The TENANT, members of his household, and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
4. TENANTS shall not conduct nor permit loud parties or noisy activities in their dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.

5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
6. Household or other property must not be stored outside the dwelling unit.
7. When you are absent from your apartment, **all doors should be locked.**
8. Contents of your apartment should be adequately covered by renter's insurance.
9. TENANTS should notify the Property Manager before leaving on an extended trip.
10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
11. The TENANT shall notify the OWNER promptly of the need for any repairs to the premises. Such problems requiring immediate notification may include plumbing leaks or malfunctions, and any problems with electrical outlets, switches, light fixtures, or appliances.
12. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
13. TENANTS are responsible for replacing light bulbs in their apartments or appliances after initial occupancy.
14. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
15. Flammables, gasoline, naphtha, solvent, etc., must not be kept in the dwelling unit.
16. The TENANT shall display no signs, nor any articles of any description be hung from the windows or doors or placed on the exterior windowsills. Nothing shall be thrown from the windows nor swept outside or thrown out the doors of any dwelling unit.
17. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
18. Children are not to play in designated parking area or driveways of other tenants.
19. Parents are liable for any damage their children may cause.
20. Children's playthings must not be left on the lawn, sidewalks, or in the parking area. Personal property may not be kept on the lawn and must be properly stored each day.
21. All items such as bicycles, tricycles, etc., must be kept in the individual's apartment or back patio, or in the bicycle rack, if one is provided.
22. Each TENANT will be responsible for damage caused by nails or pre-drilled wall hangers. Use small nails or picture hangers to hang wall ornaments.
23. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
24. Garbage disposals, if provided, should be used with care. Do not put such items as corncobs, potato peels, banana peels, celery, or other fibrous material in the disposal, as they will clog the line.
25. **NO SMOKING:** Smoking is prohibited within the interiors of **all** apartments. Smoking shall mean carrying a lighted cigar, cigarette, pipe,

E-Cigarettes, or any other lighted smoke equipment. Smoking will be permitted in the designated area only and must be a minimum of 25 feet from all entry ways as required for all public housing units. Discarding of any smoking materials on property grounds is prohibited.

CARPET MAINTENANCE

1. Carpeting in the apartments should be vacuumed at least once a week.
2. The TENANTS are responsible for any carpet burns.
3. Spot cleaning on spills should be done immediately for best results. Use only preparations made especially for carpets. Do not use ammonia, bleach, or other strong household cleaners intended for hard surfaces.
4. Carpet will be professionally cleaned upon vacating the unit, with \$75 deducted from the deposit for normal cleaning. Additional charges will be deducted from the deposit if carpet is damaged beyond normal wear and tear.

APPLIANCE MAINTENANCE

If any appliance begins to malfunction the TENANT must notify the OWNER immediately to have the appliance properly serviced and must not attempt to repair the appliance on their own.

1. Regular cleaning of the oven is necessary with manufacturer's instructions followed.
2. Clean the top burners/glass tops of the kitchen range as they become soiled.
3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
4. Clean the refrigerator as necessary. Do not use sharp instruments when defrosting the refrigerator; let the ice melt at room temperature.
5. The air conditioner filter will be cleaned and or changed bi-monthly during the operating season by maintenance personnel who will schedule access with the TENANT.
6. Washing machine door should remain open when not in use to allow to air dry and prevent mold growth. Run a cleaning cycle and wipe down the gasket around the door to ensure proper sealing and prevent odors as necessary.
7. Dryers should be maintained to ensure proper use by clearing the lint screen often, periodically vacuuming out the lint screen compartment, and make sure the exterior exhaust vent is not obstructed.

HEATING AND PLUMBING MAINTENANCE

1. Thermostats should not be turned below 55 degrees during cold weather as it may cause pipe damage.
2. Windows must be closed at night during cold weather months to avoid pipe damage.
3. Notify the OWNER immediately of any problems with heating or plumbing systems.

KEYS

Key(s) to Apartment issued: **2, unless otherwise specified**

1. Additional keys may not be made by the tenant but may be requested.
2. If a key is lost, the charge of changing out the locks will be assessed to the TENANT.
3. Upon vacating the apartment units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. Twenty dollars (\$20.00) will be charged for each key not returned by the TENANT.

ALTERATIONS

1. Without prior written approval of the OWNER, the TENANT **shall not**:
 - (1) Paint, wallpaper, or otherwise redecorate or make alterations, additions, or improvements in or to the property;
 - (2) Install a washing machine, dryer, air-conditioning unit, or any other electrical equipment or appliance;
 - (3) Place fixtures, signs, or fences in or about the premises; or
2. The TENANT is not authorized to change door locks or install additional door locks.

ABANDONMENT

1. In the event the TENANT is absent from the property for five (5) consecutive days while in default of rent, TENANT shall, at the option of the OWNER, be deemed to have abandoned the property and any remaining personal property of the TENANT shall be considered abandoned and may be disposed of by the OWNER according to State Law.

GUESTS

1. TENANTS are permitted to have guest(s) visit their household; however, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45-day period without the consent of the management will be counted as a household member(s).

MOVING-OUT

1. TENANTS are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Manager on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your deposit.
2. A Move Out Inspection Checklist will be provided upon notice to the OWNER you plan to vacate.

“I have read and understand the above Tenant Rules & Regulations of the City of Franklin’s Marcellus Apartments and agree to abide by them.”

Tenant Printed Name

Signature

Date

Co-Tenant Printed Name

Signature

Date

RESOLUTION NO. 2024-04

WHEREAS, the Mayor and Council of the City of Franklin, Nebraska intend to provide adequate salaries for summer employees within the salary range provided by Sec. 1-218 of the Municipal Code;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Franklin, Nebraska that the following salaries are hereby filed for the following named employees:

Emily Cleveland, Pool Manager	\$15.85 per hour
Linda Herrick, Asst. Pool Manager	\$14.50 per hour
Kyler Carraher, Asst. Pool Manager	\$12.75 per hour
Ella Carraher, Lifeguard	\$11.00 per hour
Lola Loschen, Lifeguard	\$10.75 per hour
Madison Holman, Lifeguard	\$10.50 per hour
Allison Boettcher, lifeguard	\$10.25 per hour
Teagan Holmes, lifeguard	\$10.25 per hour
Oliva Loschen, Lifeguard	\$10.25 per hour
Justin Stephans, Lifeguard	\$10.00 per hour
Lena Loschen, Lifeguard	\$10.00 per hour

Audra Goosic, Ball Park Manager \$ 2,000 Per year; \$500. at end of season

Lisa Harrision, part-time, Library	\$12.00 per hour
Ella Carraher, part-time, Library	\$10.00 per hour
Lola Loschen, part-time, Library	\$10.00 per hour
Olivia Loschen, part-time, Library	\$10.00 per hour
Lena Loschen, part-time, Library	\$10.00 per hour
Kallie Rutt, part-time, Library	\$10.00 per hour

FURTHER RESOLVED, that said salaries shall be effective as of May 1, 2024, unless otherwise **passed and approved this 9th, day of April 2024**

ATTEST:

Margaret M. Siel, Mayor

Raquel Felzien, City Clerk

ORDINANCE NO. 959

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO COMPENSATION TO BE PAID TO APPOINTED OFFICIALS; TO SET MINIMUM AND MAXIMUM SALARIES FOR SUCH OFFICIALS; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO DECLARE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:
Section 1. That the Municipal Code of the City of Franklin, Nebraska is hereby amended to add the following code section:

§1-218 SALARIES OF APPOINTED OFFICIALS. The salary ranges for the Appointed Officials of the City of Franklin, Nebraska is hereby fixed as follows:

Electric/Power Plant Superintendent	\$23 to \$34 per hour
Deputy Clerk	\$15 to \$23 per hour
Temporary Clerical/City Hall	\$12 to \$15 per hour
Electric/Power Plant Assistant	\$18 to \$27 per hour
City Clerk/Treasurer	\$20 to \$30 per hour
Water/Sewer Superintendent/Floodplain Mgt	\$15 to \$25 per hour
City Attorney	\$1,700 to \$2,500 per month + \$180 per hour over contract hour amount
Ordinance Officer/Zoning Admn.	\$1,200 to \$1,600 per month
Outside Part Time Employee	\$18 to \$25 per hour
Library Director	\$15 to \$20 per hour
Assistant Librarian	\$12 to \$15 per hour
Street Superintendent	\$20 to \$30 per hour
Recycling/Sanitation	\$20 to \$26 per hour
Park/Cemetery Caretaker	\$18 to \$24 per hour
Temporary Recycling Employee	\$12 to \$15 per hour
Swimming Pool Manager	\$14 to \$19 per hour
Assistant Swimming Pool Manager	\$12 to \$17 per hour
Lifeguards	\$10 to \$13 per hour
Junior Lifeguards	\$8 to \$12 per hour

The exact salary of the above-named Appointed Officials within the salary ranges set forth above shall be established from time to time by resolution of the City Council, and this ordinance and the resolutions adopted pursuant hereto shall be available for public inspection in the office of the City Clerk. All salaries of elected and appointed officials of the City of Franklin shall be published as provided by law.

Section 2. That this ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 12th day of March, 2024

Margaret Siel, Mayor

Attest:

Raquel Felzien, City Clerk

ORDINANCE NO. 961

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO REQUIRING ALL OCCUPIED BUILDINGS WITHIN THE MUNICIPAL LIMITS TO BE CONNECTED TO THE MUNICIPAL ELECTRICAL SYSTEM, AND TO PROVIDE FOR ENFORCEMENT. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:

Section 1. That the Municipal Code of the City of Franklin, Nebraska is hereby amended to add and adopt the following code section which requires all building within the municipal limits to be connected to the municipal electrical system:

§ 3-702.1 MUNICIPAL ELECTRICAL SYSTEM; MANDATORY SERVICE.

Every occupied residence and every commercial, institutional and governmental building in which day-to-day activities are conducted within the municipal limits of the city and whose premises abut any supply wire of the electrical distribution system are required to and shall be served by the City’s municipal electrical system. All such users shall be subject to the assessment and payment of charges for such service as set from time to time by the governing body.

Every residence and every commercial, institutional, and governmental building in which day-to-day activities are conducted which is hereafter erected shall be connected to the municipal electrical system at the time of its construction. In the event that any property owner, occupant or lessee shall neglect, fail or refuse, within a period of ten days after notice has been given to him or her to do so by registered mail or by publication in a newspaper in or of general circulation in the municipality, to make such connection, the governing body shall have the power to cause the same to be done, to assess the cost thereof against the property, and to collect the assessment thus made in the manner provided for collection of other special taxes and assessments. All electrical systems connections and usage are subject to fees as set by the City of Franklin.

Residents may not use alternative sources of power, including any self-generated power, except by permission of the City Council or temporarily in the event of a natural disaster.

Section 2. That this ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____th day of _____, 2024.

Margaret Siel, Mayor

ATTEST:

Raquel Felzien, City Clerk

ORDINANCE NO. 963

AN ORDINANCE TO AMEND CHAPTER 98: NUISANCES OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, NEBRASKA TO REGULATE THE REGISTRATION OF VACANT PROPERTY; TO COLLECT FEES FOR VACANT PROPERTIES; TO PLAN FOR REHABILITATION OF VACANT PROPERTIES; TO ENCOURAGE OCCUPANCY OF VACANT PROPERTIES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR THE POSTING OR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Section 1. Chapter 98 of the Municipal Code of the City of Franklin, Nebraska is amended as follows:

§ 98.06 REGISTRATION OF VACANT PROPERTY

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL BUILDING. Commercial building means any building used for commercial purposes. Examples of commercial buildings include, but are not limited to, offices, retail spaces, warehouses, and factories.

OWNER. Owner means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

PROGRAM ADMINISTRATOR. The program administrator means the City Clerk or his or her designee.

PROPERTY. Property means either a residential building or a commercial building located within the corporate limits of the City of Franklin, but does not include the property owned by the federal government, the State of Nebraska, or any political subdivision thereof.

RESIDENTIAL BUILDING. Residential building means a house, condominium, townhouse, an apartment unit or building, a trailer house, or any other structure used or designed for use as a residence.

SEASONAL RESIDENCE: Any property that is:

1. Occupied for less than six months of the year; and
2. Maintained such that it does not otherwise meet the definition of vacant, even when unoccupied.

3. Registered by the owner with the program administrator (**The Clerk, or Ordinance Officer**) when the property will be unoccupied for more than one week at a time.

Owners of seasonal residences are required to maintain the property so as not to give the appearance of being vacant.

VACANT. A property is vacant if any condition or circumstance that on its own, or in combination with other conditions or circumstances, would lead a reasonable person to believe that the property is vacant. Such conditions or circumstances may include, but are not limited to:

- (1) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (2) An accumulation of abandoned personal property, trash, or other waste;
- (3) Visible deterioration or lack of maintenance of any building or structure on the property;
- (4) Graffiti or other defacement of any building or structure on the property;
- (5) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

(B) The city shall create a vacant property registration database. The program administrator may utilize the **Ordinance Officer** and such additional city employees as may be necessary to administer the program with the approval of the employee's supervisor.

(C) The owner of a vacant property must register such property with the program administrator if the property has been vacant for one-hundred eighty (180) days or longer. At the time of registration, the owner must submit a plan for occupancy for the property detailing how and when the property will be occupied or used.

(D) The program administrator is hereby authorized and directed to make complaint-initiated inspections to determine the condition of property located within the corporate limits of the City, in order to safeguard the welfare and safety of the general public and to ascertain that property as set forth in this title is maintained as required herein. Personnel authorized to enforce this section may also initiate inspections to determine the condition of property based on their own personal observations which are not complaint-initiated.

(E) The program administrator may, but is not obligated to, determine a property is vacant. The program administrator will provide written notice to the owner of any such determination by personal service or certified mail to the owner at the address maintained in the

register of deeds' office at least ten days prior to registration of such property on the registration database. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting the notice on the property or building which is vacant.

(F) Each registration shall expire at the end of one hundred eighty (180) days unless removed from the registration database. If the building has not been removed from the registration database at the expiration of a registration herein, the owner or the City shall re-register the building pursuant to this section.

(G) One hundred eighty (180) days after the initial registration of a vacant property, or three-hundred sixty (360) days after the property becomes vacant, whichever is earlier, the owner must pay a fee of two-hundred fifty dollars (\$250) for a residential building or one-thousand (\$1,000) for a commercial building.

(H) Every six months following the assessment of the initial registration fee, the owner of a vacant property must pay a supplemental registration fee of five-hundred dollars (\$500) for a residential building or two-thousand (\$2,000) for a commercial building as long as the property remains vacant. Unpaid vacant property registration fees shall become a lien on the applicable property upon the recording of a notice of such lien in the Franklin County Register of Deeds Office. The lien created under this section shall be subordinate to all liens on the applicable property recorded prior to the time the notice of such lien under this section is recorded. Interest as allowed by applicable Nebraska law shall also accrue unless reduced, waived or stayed by the program administrator.

(I) An owner who, in good faith, advertises a vacant property for sale or lease is exempt from the above registration and fee requirements.

(J) The following exemptions may apply to the vacant property registration and fee requirements:

- a. A residential building used on as seasonal residence is exempt provided the building is seasonally occupied;
- b. A property damaged by fire, weather, explosion, act of God, or vandalism within six months prior to becoming vacant is exempt from the requirements. Such damaged properties are no longer exempt after the six-month period;
- c. A property under construction or renovation is exempt to the extent the construction or renovation is ongoing with measurable progress and in compliance with all relevant building permits and codes;
- d. A residential building where the owner is temporarily absent, but who has demonstrated his or her intent to return is exempt unless it is subsequently determined the owner does not intend to return; and

e. Property which is subject to divorce, probate, or estate proceedings is exempt until the end of the respective proceeding.

(K) Any subsequent owner of a vacant property subject to this ordinance assumes the obligations of the previous owner.

(L) The program administrator may annually inspect the interior and exterior of a registered vacant property so long as the property remains on the vacant property registration database. An owner will be provided at least ten (10) days' notice prior to an annual inspection.

(M) Upon written notice from the owner of a registered vacant property to the program administrator that the property is no longer vacant, the program administrator will within thirty (30) days inspect the interior and exterior of the property to confirm the property is no longer vacant. The owner must pay any supplemental registration fee that comes due during the period between the owner's written notice and the program administrator's inspection, but upon the program administrator's confirmation the property is no longer vacant, the program administrator may refund the supplemental registration fee.

(N) After the program administrator confirms a property is no longer vacant, the program administrator will remove the property from the vacant property registration database within seven (7) days. No supplemental registration fee will be assessed after confirmation a property is no longer vacant irrespective of the property's presence on the registration database.

(O) Owners have the right to prior notice and to appeal decisions of the program administrator to the City Council. Such appeal shall be taken by filing with the City Council, within ten (10) days after a notice of the decision has been mailed to the owner's last known address, a written statement setting forth the grounds for the appeal. The City Council shall set the time and place for a hearing on such appeal, and notice shall be given to the owner by personal service or certified mail, postage prepaid, at the owner's last known address. Any order of the City Council on such appeal may be appealed as permissible under law.

(P) Failure to comply with the requirements of this ordinance is a violation of this Code and is subject to the penalties found in section 98.999.

(Q) The requirements and remedies in this section are supplemental and in addition to any other laws of the State of Nebraska and the ordinances of this Code relating to vacant property.

Section 2. All ordinances or parts of ordinances passed and approved prior to the passage of this ordinance and which are in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof, not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in full force and effect and after its passage, approval and either posting or publication in pamphlet form as provided by law.

Passed and approved this 9 day of April, 2024.

CITY OF FRANKLIN, NEBRASKA

By: _____
MAYOR, Margaret M. Siel

Attest:

CITY CLERK/TREASURER Raquel Felzien

ORDINANCE #964

Zoning Overlay District

Floodplain Management Ordinance

60.3(b)

AN ORDINANCE INTRODUCED BY THE GOVERNING BODY CREATING FLOODPLAIN DISTRICTS DEFINING THE SAME AND SETTING FORTH REGULATIONS THEREOF.

SECTION 1.0 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the floodprone area. Therefore the City Council of Franklin of the City of Franklin, Nebraska ordains as follows:

1.2 FINDINGS OF FACT

A. Flood Losses Resulting from Periodic Inundation

The flood hazard areas of the City of Franklin, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. General Causes of the Flood Losses

These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood

hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 1.2 by applying the provisions of this ordinance to:

- A. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- B. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
- C. Reduce financial burdens from flood damage borne by the community, its governmental units, its residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
- D. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

1.4 ADHERENCE TO REGULATIONS

The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

SECTION 2.0 GENERAL PROVISIONS

2.1 LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdictions of the City of Franklin identified on the Flood Insurance Rate Map (FIRM) panel #31061C0325C dated September 30, 2005, as Zone A and within the Zoning District established in Section 3.0 of this ordinance. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the City Council of Franklin or the designated representative may reasonably impose for

the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 4.0 and 5.0.

2.2 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map or on the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the City of Franklin Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the City of Franklin Board of Adjustment and to submit their own technical evidence, if so desired.

2.3 COMPLIANCE

Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

2.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

2.5 INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

2.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur, or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of the City of Franklin or any officer or employee thereof for any flood damages that may result from reliance on this ordinance, or any administrative decision lawfully made thereunder.

2.7 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

SECTION 3.0 ESTABLISHMENT OF ZONING DISTRICTS

The mapped floodplain areas within the jurisdiction of this ordinance are hereby established as the floodplain overlay district on accompanying FIRM panels as established in Section 2.1. The floodplain overlay district shall correspond to flood zone A. Within this district, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

SECTION 4.0 FLOODPLAIN MANAGEMENT ADMINISTRATION

4.1 DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Utility Superintendent of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance. If the local floodplain administrator position is unfilled, the community CEO shall assume the duties and responsibilities herein.

4.2 PERMITS REQUIRED

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

4.3 DUTIES OF THE FLOODPLAIN ADMINISTRATOR

- A. Duties of the floodplain administrator shall include, but not be limited to the following:
- i. Review, approve, or deny all applications for floodplain development permits.
 - ii. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
 - iii. Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
 - iv. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
 - v. Coordinate with the Nebraska Department of Natural Resources to obtain base flood elevation information when applicable and required.
 - vi. Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
 - vii. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
 - viii. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
 - ix. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.
 - x. Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.

- xii. Ensure comprehensive development plan as amended is consistent with this ordinance.
- xiii. In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.

4.4 APPLICATION FOR PERMIT AND DEMONSTRATION OF COMPLIANCE

- A. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
 - i. Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
 - ii. Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
 - iii. Indicate the use or occupancy for which the proposed development is intended.
 - iv. Be accompanied by plans and specifications for proposed construction.
 - v. Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.
- B. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
 - i. All such proposals are consistent with the need to minimize flood damage;
 - ii. All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
 - iii. Structures will be anchored to prevent flotation, collapse, or lateral movement;
 - iv. Construction materials are flood resistant;
 - v. Appropriate practices to minimize flood damage have been utilized; and
 - vi. Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
- C. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and

be completed by a licensed surveyor, engineer, or architect.

- D. When floodproofing is utilized for an applicable structure, a floodproofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.
- E. Any other such information as reasonably may be required by the floodplain administrator shall be provided.

4.5 FLOOD DATA REQUIRED

- A. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
- B. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

4.6 VARIANCE AND APPEALS PROCEDURES

- A. The City of Franklin Board of Adjustment as established by the City of Franklin shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- B. The City of Franklin Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this ordinance.
- C. Any person aggrieved by the decision of the City of Franklin Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in *Nebraska Revised Statutes* Section 23-168.02 (for counties) and *Nebraska Revised Statutes* Section 19-912 (for municipalities).
- D. In evaluating such appeals and requests, the City of Franklin Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of

this ordinance, and:

- i. The danger to life and property due to flooding or erosion damage;
- ii. The danger that materials may be swept onto other lands to the injury of others;
- iii. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
- iv. The importance of the services provided by the proposed facility to the community;
- v. The necessity of the facility to have a waterfront location, where applicable;
- vi. The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
- vii. The compatibility of the proposed use with existing and anticipated development;
- viii. The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
- ix. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- x. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
- xi. The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

4.7 CONDITIONS FOR VARIANCES

- A. Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.
- B. Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
- C. Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- D. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-H below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- E. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- G. The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
- H. All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.
- I. Agricultural structures:
 - a. A variance is authorized to be issued for the construction or substantial improvement of agricultural structures provided the requirements of this section and the following are satisfied:
 - i. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - ii. Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - iii. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
 - iv. Complies with the wet floodproofing construction requirements of

paragraph 5.2(C) of this ordinance.

4.8 ENFORCEMENT

A. Violations

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

B. Notices

When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

- i. Be in writing;
- ii. Include an explanation of the alleged violation;
- iii. Allow a reasonable time for the performance of any remedial act required;
- iv. Be served upon the property owner or their agent as the case may require; and
- v. Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

C. Penalties

- i. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$400, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- ii. The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within

an established and reasonable time.

- iii. Nothing herein contained shall prevent the City of Franklin or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 5.0 STANDARDS FOR FLOODPLAIN DEVELOPMENT

5.1 GENERAL PROVISIONS

A. Alteration or Relocation of a Watercourse

- i. A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
- ii. No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

B. Encroachments

- i. When proposing to permit any of the following encroachments, the standards in Section 5.1 (B) (ii) shall apply:
 - a. Any development in Zone A without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
 - b. Alteration or relocation of a stream; then
- ii. The applicant shall:
 - a. Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
 - b. Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.

5.2 ELEVATION AND FLOODPROOFING REQUIREMENTS

A. Residential Structures

- i. In Zone A, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.

B. Nonresidential Structures

- i. In Zone A, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
 - a. The structure is watertight with walls substantially impermeable to the passage of water and
 - b. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

C. Wet-floodproofing for Agricultural Structures by Variance

- i. When owners elect to wet floodproof agricultural structures, the structure shall:
 - a. Be anchored to resist flotation, collapse, and lateral movement.
 - b. Have flood damage-resistant materials below the base flood elevation in compliance with the definition in Section 8.0 "Flood damage resistant materials."
 - c. Have mechanical, electrical, and utility equipment elevated to or above one (1) foot above the base flood elevation or floodproofed so that below one (1) foot above the base flood elevation they are:
 - i. Watertight and substantially impermeable to the passage of water; and,
 - ii. Capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

- d. Have flood openings in compliance with the requirements below:
 - i. The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic

forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 2. The bottom of all openings shall not be higher than one (1) foot above grade, and
 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
- e. If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.

D. Space Below Lowest Floor

- i. Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.
- ii. Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a. A minimum or two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
 - b. The bottom of all openings shall not be higher than one (1) foot above grade, and
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

E. Manufactured Homes

- i. Within any floodplain, manufactured homes shall be prohibited.

F. Existing Structures

- i. The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and

the provisions of 5.2 (F) (ii-iii) shall apply.

- ii. Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this ordinance.
- iii. Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.

5.3 DESIGN AND CONSTRUCTION STANDARDS

A. Anchoring

- i. All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Building Materials and Utilities

- i. All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- ii. All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

C. Drainage

- i. Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

D. Water Supply and Sanitary Sewer Systems

- i. All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- ii. All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.

- iii. On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

E. Other Utilities

- i. All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

F. Storage of Materials

- i. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- ii. The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

G. Recreational Vehicles

- i. Recreational vehicles to be placed on sites within the floodplain shall:
 - a. Be on site for fewer than 180 consecutive days; and
 - b. Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
 - c. Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

H. Subdivisions

- i. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:
 - a. All such proposals are consistent with the need to minimize flood damage;
 - b. All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
 - c. Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - d. Proposals for development (including proposals for manufactured home

parcs and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

SECTION 6.0 NONCONFORMING USE

- a. A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:
1. If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this ordinance. The Utility Department shall notify the floodplain administrator in writing of instances of nonconforming uses where utility services have been discontinued for a period of 12 months.
 2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

SECTION 7.0 AMENDMENTS

- A. The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or repealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be taken until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Franklin. At least 10 days shall elapse between the date of this publication and the public hearing.
- B. A copy of such amendments will be provided to the Nebraska Department of Natural

Resources and the Federal Emergency Management Agency for review and approval before being adopted.

SECTION 8.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application:

Accessory Structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as “appurtenant structure.”

Agricultural Structure for floodplain management purposes shall mean a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Area of Shallow Flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation to which floodwaters are expected to rise during the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means “structure.” See definition for “structure.”

Critical Facility means any property that, if flooded, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to: facilities that produce, use, or store hazardous materials; hospitals, nursing homes, and housing likely to contain vulnerable populations; emergency support function facilities like police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers; public and private utility facilities vital to maintaining or restoring normal services to flooded areas before, during, and after a flood.

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of

buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Drainway means “watercourse.” See definition for “watercourse.”

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this ordinance.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

Flood-resistant material includes any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours.

Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated January 1, 1987, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated January 1, 1987 whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this ordinance.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include

land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

ADOPTED AND APPROVED by the Governing Body of the City of Franklin

This April day of 9, 2024

(community seal)

Mayor/Margaret M. Siel

City Clerk/ Raquel Felzien